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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law School Annual Reception.

THE ANNUAL RECEPTION on the 13th inst. of past and present students by the Teaching Staff of The Law Society's School of Law, of which we give a report this week, was memorable as the last appearance on such an occasion of the Principal, Dr. JENKS, before his departure for the Professorship of Law at the London University. Under him, as we recently remarked, the Law School has grown into a great and successful institution. And it was memorable, too, for the happy address delivered by the Master of the Rolls, an address which, with its reminiscences of early struggles, should be an encouragement to entrants into a profession often calling for patience. But, as Sir ERNEST POLLOCK said, in following the great profession of the law they may have confidence that they are following something which is worth all their aims.

The Law of Property Consolidation Bills.

IT WILL BE seen from a reply which we print elsewhere, given by the Attorney-General to Mr. BETTERTON, that the Government are not yet prepared to make an announcement as to when the Real Property Act, 1922, is to come into operation; a public announcement is to be made "as soon as a decision is arrived at." We took occasion recently to infer from the Judicature Consolidation Bill that a decision had in fact already been arrived at, and that the date mentioned for the coming into operation of that Act—namely, 1st January, 1926—was to be the date for the Real Property Act, 1922, and the group of consolidating Acts. And the Judicature Bill is so closely related in certain aspects to the Property Bills that the same date of commencement seems to be inevitable. But if Sir PATRICK HASTINGS is correctly

informed, the Consolidation Bills are still under the consideration of a committee—we presume Mr. Justice ROMER's Committee—and the Government have come to no decision as to whether the Act of 1922 and the new system of conveyancing are to be postponed or not. That the Bills are still under consideration may well be true. We have frequently referred to the magnitude of the task which the draftsmen have to perform. But we do not suppose that the Attorney-General or those who supply him with his information really suppose that it is now possible to get the Bills through Parliament in time to enable the system to be in operation next January. To imagine this to be possible is quite to overlook the fact that, after the Acts have been passed, there must be time allowed for publishers to prepare the necessary precedent and text-books and for lawyers to familiarize themselves with the new conditions. It would have been more sensible for the Attorney-General to recognize this, and make an announcement which would have definitely removed any uncertainty on the subject which may still exist. We may add that we are refraining from any further discussion of the new system until the Consolidating Bills are issued, but when this is done, they will require somewhat detailed consideration.

Lord Darling in the House of Lords.

WE NOTICE with interest that Lord DARLING is taking part in the debates in the House of Lords, and what the courts have lost by his retirement from judicial office is balanced by gain in a serener atmosphere. On the second reading on 26th February of the Criminal Justice Bill, Lord DARLING urged that, in extending the jurisdiction of Quarter Sessions, the condition should be laid down that Chairmen of Quarter Sessions should have proper legal qualifications. He also supported the clause enabling a check to be placed on the taking of photographs in court, and instanced a case where a photograph was taken at the Old Bailey of a Judge passing sentence of death—"a most shocking thing to have taken, or to have published, dreadful for the Judge, dreadful for everybody concerned in the case." On Wednesday of last week he was one of the minority who declined to affirm the desirability of a tax on betting, and in his speech boldly took the line that betting is a vice—"not so bad as many others," but still a vice; and the Post Office are, for purposes of gain, the aiders and abetters of the vice. His remedy is the one we have ourselves suggested—the prohibition of the publication of betting news. In this, and in the suppression of the occupation of bookmakers, lies the delivery of the country from one of the great evils of the day.

The Late William Paley Baildon.

THE DEATH OF Mr. W. P. BAILDON last week has removed from Lincoln's Inn a learned conveyancer and a most scholarly black-letter lawyer. The historian of his own Inn and of the Chancery Bar, Mr. BAILDON it was who first traced back its origin to its old home in Thavies' Inn, and elucidated its subsequent migration to Furnivall's Inn and Staple Inn, both of which were inhabited for a space by the students and apprentices-in-law who finally became the Chancery Bar. The importance of the old Order of "Serjeants" and their distinct origin from that of the Bar, now generally accepted by historians of our medieval legal institutions, was in the main a discovery of Mr. BAILDON. His devoted labours on the Committee of the Selden Society, several of whose publications he either wrote or edited or supervised—a form of useful service to jurisprudence which meets with neither pecuniary emoluments nor with academic or professional recognition—ought also to be mentioned. It is one of the great merits of the Bar that it has always produced in each generation a number of scholarly lawyers who have been willing to devote high talents to the laborious task of elucidating the growth and history of law, thereby broadening our knowledge of law and making it more truly worthy of a great liberal profession. Amongst these Mr. BAILDON deserves an honourable mention for distinguished service.

The House of Lords as the Final Tribunal of Appeal.

THE CURRENT number of the *Review of Reviews* contains an interesting article by Mr. WICKHAM STEED, "Labour and the Lords: A Chat with Viscount Haldane." A story told of Mr. ASQUITH at the beginning of the war has led to attention being given to it in the Daily Press, and Lord HALDANE has—somewhat needlessly—explained the "spiritual home" expression. But the relevant part of the interview for our purpose is the repetition of Lord HALDANE'S well-known desire to amalgamate the House of Lords and the Judicial Committee into one final Tribunal of Appeal, and he seems, singularly enough, to regard the Judicial Committee as the legitimate tribunal, while the House of Lords is a sort of trespasser:—

> "Some such reform as that I have in mind would also have the advantage of restoring to the Crown its old position as the Fountain of Justice. The judicial functions now exercised by the House of Lords were, in reality, usurped by it; whereas in the Judicial Committee of the Privy Council, the appeal is still to the King, and the Judicial Committee advises His Majesty how to decide the appeal."

We do not propose in a short note to attempt to examine the correctness of this misleading contrast between the House of Lords and the Judicial Committee, or to say which is the more august tribunal. In the Middle Ages many powers were usurped, but whether the usurpers were the King, or the King's Council, or the House of Lords, or any one else, is not very material now. As a matter of history, it seems that the final judicial authority, if it was ever in the Council, or in "the King in his Council in Parliament," passed to the Parliament, and though in 1400 the Commons did attempt to assert their right to participate, the attempt was repudiated by the Lords, and was not repeated. (Holdsworth, "History of English Law," 3rd ed. I, 364). Five hundred years is not a bad basis of prescription; whereas the Privy Council, in its present judicial form, is barely a hundred years old. And in substance, the House of Lords carries in its judgments far greater weight than the Judicial Committee. The reason is that the judgments are given independently and operate directly as judgments. The Judicial Committee suppresses individual opinion, and only advises the Crown. Lord HALDANE seems to consider this a recommendation, but we do not agree.

Magisterial Lecture Course on Lunacy Practice.

THE CENTRAL ASSOCIATION for Mental Welfare has been fortunate in securing magisterial patronage for the short course of eight lectures on "Mental Deficiency and Lunacy" which are being delivered to justices of the peace at the Royal Sanitary Institute. Every justice may find himself called on to sign "urgency orders" for the detention of alleged lunatics under the Lunacy Act of 1890, or to act as a "lunacy visiting justice" who periodically inspects asylums and interviews patients. Unless he possesses some knowledge of "lunacy," he is almost bound to be at the mercy of the medical experts who act as his technical advisers, or of the medical practitioners who "certify" a patient for detention, as the case may be; this obviously renders his judicial sanction less of a reality and less of a safeguard than it ought to be. An elementary knowledge of the signs and symptoms of mental deficiency should help him to escape this danger, although it may bring into being the opposite evil—that little knowledge which is a dangerous thing. Sir LESLIE SCOTT, the late Solicitor-General, delivered an opening address on "Legal Responsibility," and pointed out the difficulties of the subject. Dr. PORTER PHILLIPS, superintendent physician of "Bethlem," followed Sir LESLIE and delivered the first of three lectures on "Mental Disorder and the Medico-Legal Relationships," in which he pointed out the fact, familiar to physiologists and psycho-pathologists, but not generally known by the public at large, that mental disorder is nearly always preceded by considerable changes in the bodily constitution, due to the disturbance of the secretion of the numerous endocrine glands which normally "medicate" the blood and keep it wholesome; this disturbance may result from a shock or other

violent intrusion on the individual, whether physical or mental. It is not necessary for us to emphasize at greater length the obvious value of this course of lectures.

Income Tax Returns on a Cash Basis.

WE GAVE LAST week, *ante*, p. 456, a report of the case of *St. Lucia Usines & Estates Co.* v. *Colonial Treasurer of St. Lucia* in which the Judicial Committee have held that interest accrued due in a particular year, but not paid in that year, is not assessable to income tax for the year. The case arose on the Income Tax Ordinance of St. Lucia, and we gather from the judgment of the Committee delivered by Lord WRENBURY, that the Ordinance refers to "income arising or accruing." It was pointed out that this did not mean debts arising or accruing. To satisfy the word "income" there must be something coming in. *The Incorporated Accountants' Journal* for this month, in an article on the decision, points out that it may have unexpected consequences. We believe that it is not unusual for the Revenue Authorities here to require that returns of profits shall be made under Schedule D on the footing of profits earned, whether they are actually received or not. For the purpose of settling partnership accounts as between the partners, the proper basis is a cash basis; the net profits of each year must be ascertained on the footing of the moneys actually received and paid in that year. This was so held as regards solicitors by KEKEWICH, J., in *Badham* v. *Williams*, 86 L.T. 191, and presumably it is the proper basis for income tax. This is confirmed by the decision of the Judicial Committee, and our contemporary, while recognizing that the decision was given on the particular words of the St. Lucia Ordinance, considers that the effect may be wider. Schedule D purports to tax "annual profits or gains," but it is pointed out that, in the cases enumerated in the Schedule, the word "income" occurs several times, and it is a fair presumption that the Schedule is only designed to tax profits which materialize in cash in the course of the year.

The Distinction Between "Unseaworthiness" and "Bad Stowage."

THE HOUSE OF LORDS has just elucidated in an interesting series of judgments the distinction between "unseaworthiness" and "bad stowage" as breaches of warranties in charter parties: *Elder Dempster & Co., Limited and Others* v. *Paterson, Zochonis and Co. Limited*, *Times*, 19th inst. It is familiar law that the implied warranty of seaworthiness means, not merely that a vessel is fit to cross the ocean without going to the bottom, but also that she is reasonably equipped and structurally built for the purpose of carrying the particular kind of cargo to carry which she is chartered; this was laid down by Lord ELLENBOROUGH in 1804 in the leading case of *Lyon* v. *Mells*, 5 East, 428. Later decisions of note in this connection are *Steel* v. *State Line S.S. Co.*, 3 App. Cas. 72, and *Gilroy* v. *Price*, 1893 A.C. 62. But this warranty does not mean that the ship is to be deemed unseaworthy merely because her cargo has been so badly stowed on board as to render her unsafe: *The Thorsa*, 1916, P. 257. And the fitness or unfitness which is the test of "seaworthiness" must be ascertained by the condition of the ship at the time of loading, not subsequently; *McFadden* v. *Blue Star Line*, 1905, 1 K.B. 687, or at any rate, not after the time of sailing: *Cohn* v. *Davidson*, 2 Q.B.D. 455. Such being admittedly the law, the problem which often arises, and which in fact was before the court, was to decide whether the absence of "'tween decks," in the case of a ship carrying a mixed cargo of light and heavy goods, is a structural defect amounting to "unseaworthiness." In the actual circumstances the ship was engaged in the West African trade, carrying (1) palm oil, and (2) other heavier commodities. She had no "'tween decks," so that it was impossible to put heavy cargo over the oil in the hold without crushing the latter, and causing leakage. This in fact happened. The question is whether the damage resulted from "unseaworthiness" or "bad stowage," and the House of Lords held it to be due to the latter. The non-provision of "'tween decks" and temporary scaffolding to serve the same end, they held to be mere negligence in the actual stowage of the goods.

Care in the Drawing of Cheques.

THOSE WHO draw cheques, or who are in the habit of delegating the preparation for signature of cheques payable by them, no doubt seldom fail to satisfy themselves that the written amount and the figures are inserted with care and precision. To illustrate the danger of neglecting to take this elementary precaution it is only necessary to draw attention to a case such as *London Joint Stock Bank* v. *MacMillan*, 1918, A.C. 777. A further, and possibly less generally appreciated, pitfall for the unwary has, however, been brought into prominence in the case of *Goldman* v. *Cox*, *Times*, 7th March, where an employee of the drawer of a number of cheques payable to "A. Cohen" (a real creditor) defrauded the drawer by negotiating the cheques after inserting the letter "S" before the name of the payee and by forging the endorsements. It is sufficient here merely to draw attention to the trouble which may arise if safeguards similar to those adopted in connection with the insertion in a cheque of the amount payable are not adopted with regard to the insertion of the name of the payee. As the learned judge concisely observed in the course of his judgment, "It was unbusinesslike to leave a space in which the 'S' could be inserted."

Lord Birkenhead's Portrait.

LORD BIRKENHEAD told the Institute of Water-colour Painters the other day a very interesting story about his own fate in the hands of the artist, which is not without its legal moral, *Times*, 18th inst. When Lord Chancellor, it seems, he engaged an eminent artist for a fee of 500 guineas to paint his portrait. When finished the portrait could not be recognized by anyone as that of his lordship. It was accordingly sent for sale by auction and was sold on three separate occasions for trivial sums. On the first occasion it was labelled with the name of a musician, on the second, with that of a notorious mediæval poisoner (? Borgia), and on the third that of an eminent nonconformist preacher. Lord BIRKENHEAD does not mention names, but apparently in each case admirers of the supposed model were found willing to treat the portrait as genuine, and make a bid for it. We presume that Lord BIRKENHEAD rejected the portrait as not a performance of the contract by the painter; but this raises the interesting problem, what is the test whether or not an artist has earned his fee? Obviously he is not expected to produce an exact likeness of the sitter; that is the function of a camera, and a photographer. An artist must do more than a photographer can do; he must select from nature certain ideal features in the sitter which his artistic genius sees and reveals in his plastic materials. His vision may be quite correct as a picture of the soul within as it reveals itself to his insight—or it may be wholly astray. Presumably, however, the portrait must remain "recognizable," however much it may vary from the outline given by a photograph; if it offends altogether against "recognizability," it may be a picture, but is not that class of picture called a portrait, and therefore does not satisfy a contractual obligation to furnish the latter.

Captain Sydney Smith, who died on Monday at the age of fifty, after prolonged suffering from illness contracted during the war, was a brother of Lord Birkenhead and Sir Harold Smith, K.C. He enlisted in September, 1914, in the 23rd Batt. Royal Fusiliers, and was promoted from the ranks to a commission in the 24th Batt. Royal Fusiliers in December. In 1915 he was transferred on promotion to the 18th Batt. King's Royal Rifle Corps, and in 1916 was again transferred on promotion to the Hampshire Regiment. Captain Smith saw active service in France, and commanded the ammunition magazines in the Northern Area during the period in which they were blown up by aerial bombardment. He was invalided from the Service, August, 1918, with the honorary rank of captain. He leaves a widow and son.

Rent and Mortgage Interest Restrictions Acts, 1920 and 1923.

Standard Rent and Permitted Increases.

An important question under the Rent Restrictions Acts, 1920 and 1923, was last week before the Divisional Court. In *Dufty* v. *Palmer*, *Times*, 14th inst., that Court decided that where a landlord let premises to a tenant at a rent below the standard rent, the landlord was entitled only to increase that rent by the amount of the increases allowed by s. 2 (1) of the Act of 1920, and was not entitled to increase the rent to the amount of the standard rent and then add to that the permitted increases.

The matter arose in this way: Premises, which had been let on 3rd August, 1914, at £68 per annum, were let to the respondent in 1918 at the yearly rent of £40. In 1922 the landlord duly determined that tenancy by notice to quit, and claimed to be entitled to increase the rent to £68 per annum from the expiry of the notice. In September, 1922, he served a further notice upon the tenant, requiring the payment of the 40 per cent. increase to which he was entitled under s. 2 (1) of the Act of 1920. The tenant admitted that the landlord was entitled to increase his rent of £40 by 40 per cent. of £68 (the standard rent) but denied that he could also increase it by £28, that is to say, the difference between the contractual rent at which it had been let in 1918 and the standard rent. With that contention the Court agreed.

Mr. Justice Horridge, in delivering judgment, observed that the Act of 1920 was an Act for the restriction of rent, and not for the increasing of rent agreed between two parties. Considerable hardship, he said, might result where persons had agreed to pay a certain rent, and had spent money on the premises, if they were subsequently to be called on to pay a higher rent because it was the standard rent. The intention of the Act was to give tenants fixity of tenure. He added that he could find nothing in the Act which authorised the increasing an agreed rent to a higher standard rent, but on the other hand observed that s. 15 (which provides that "a tenant who by virtue of the provisions of this Act retains possession of any dwelling-house . . . shall, so long as he retains possession, . . . be entitled to the benefit of all the terms and conditions of the original contract of tenancy, so far as the same are consistent with the provisions of this Act") pointed strongly in the other direction. Payment of rent at £40 a year was a term of the original contract of tenancy, which was consistent with the provisions of the Act, and the tenant was entitled to the benefit of it, subject to the rights of the landlord to increase the rent by the amount of the permitted increases.

The learned judge also referred to certain *obiter dicta* of the Court of Appeal in *Glossop* v. *Ashley*, 1922, 1 K.B. 1, 65 Sol. J. 695. In that case a public-house was let on 3rd August, 1914, at £130 per annum to a brewery company, who sub-let it at £24 a year by an agreement which provided that the tenant should purchase liquors from them. On the expiry of the tenancy of the brewery company their sub-tenant became a tenant of their landlords at a rent subsequently agreed at £30 per annum. In 1920 they determined his tenancy by notice to quit, and informed him that if he held over his rent would be £130 per annum. He claimed to hold over and pay £30 a year. The Court held that £24 a year was the standard rent.

Upon that view of the case no question could arise as to the right of a landlord to increase the rent to the standard rent, and Bankes, L.J., expressly said, at p. 7: "The question whether the Act of 1920 permits any increase other than those specified in the first schedule, in a case where the agreed rent is less than the standard rent, may have to be decided at some future date."

Scrutton, L.J., on the other hand, observed: "If that" (*i.e.*, the standard rent) "had been £130, there would have been no difficulty in making him pay that amount, not because he remained in possession after notice to pay £130, but because he remained in possession as a statutory tenant, and the statute imposes on him the obligation to pay the rent lawfully due from him."

Atkin, L.J., took the view now expressed by the Divisional Court. "It is difficult," he said, "to find any statutory right to increase the rent from the actual rent to the standard rent. This may have an important bearing upon the question whether a mere notice is enough to impose on the tenant an obligation to pay the full standard rent. If the landlord has a statutory right to increase the rent, and is acting within that right, then a mere notice would be enough; the tenant would have no right to remain unless he paid the rent demanded, and if he did remain his landlord would have a basis on which he could exact the rent. But if he has no such basis then I agree for the reasons given by McCardie, J." (in the Court below) "that a mere notice would not be enough. If the landlord has merely a right at common law to increase the rent he must show that his tenant assents to the increase. The mere fact that the tenant remains in possession after the notice . . . is no evidence of an agreement to pay the increased rent. For my part, I am not prepared to assent to the proposition that a landlord has the right to increase the rent up to the standard rent."

So far as the increases permitted by s. 2 (1) of the 1920 Act are concerned, it has long been admitted that, following the argument in *The Cork Improved Dwellings Co.* v. *Barry*, 1919, 2 Ir. R. 244, the rent may be increased by the landlord by the service of a valid notice irrespective of any agreement by the tenant to pay the increased rent, and that was not questioned in the case of *Dufty* v. *Palmer*, referred to above.

Archibald Safford.

Estate Duty and Inalienable Settled Estates.

There are not a great many persons in the happy position of having estates settled on them by Act of Parliament, so that the decision of the House of Lords in *Nevill* v. *Inland Revenue Commissioners*, *ante*, p. 418, 40 T.L.R. 341, is of restricted application, but as an instance of the uncertainty of judicial construction of statutes, it is very interesting. The late Marquis of Abergavenny, who died in 1915, was entitled for his life to estates which were rendered inalienable by an Act of 1556. He was also entitled to certain free property which passed under his will, and to property included in his marriage settlement of which he was tenant for life. There were thus three classes of property which devolved upon his death—the free property, the marriage settlement property, and the settled estates rendered inalienable by statute. The question was whether the inalienable estates were to be aggregated with the other properties for the purpose of estate duty.

The matter depends upon the application of the special provision of the Finance Act, 1894, relating to estates of the nature in question to the general provisions as to estate duty. We are all familiar with s. 1, which imposes the duty on the principal value of all property, settled or not settled, which passes on death; and with s. 4, which introduces the principle of aggregation, and enacts that, for the purpose of determining the rate of estate duty, all property passing on the death in respect of which estate duty is leviable "shall be aggregated so as to form one estate, and the duty shall be levied at the proper graduated rate on the principal value thereof." But then there is a proviso which, as modified by later Acts, runs as follows:—

> "Provided that any property so passing, in which the deceased never had an interest shall not be aggregated with any other property, but shall be an estate by itself, and the estate duty shall be levied at the proper graduated rate on the principal value thereof."

If we stop here, it is quite clear that the principle of aggregation applies to the Abergavenny estates. The estates devolved—

or passed—on the death of the late Marquis to his successor, and the late Marquis was not a person who "never had an interest" in the estates. Obviously he had an interest during his life. But the surprise comes when we pass on to the special provision as to estates settled so as to be inalienable. This is at the end of s. 5. Now s. 5. has a history. It relates only to settled property, and its object was to introduce settlement estate duty, and this is regulated by the first four sub-sections. These have for the most part gone with the repeal of the duty. But there comes at the end the special provision in question, which is as follows:—

> "Section 5 (5). Where any lands or chattels are so settled, whether by Act of Parliament or Royal grant, that no one of the persons successively in possession thereof is capable of alienating the same, whether his interest is in law a tenancy for life or a tenancy in tail, the provisions of this Act with respect to settled property shall not apply, and *the property passing on the death of any person in possession of the land and chattels shall be the interest of his successor in the land and chattels*, and such interest shall be valued, for the purpose of estate duty, in like manner as for the purpose of succession duty.

We have italicized the material words of the sub-section, and it is clear that they give a special meaning to the expression "property passing on death." This is not, as in other cases, to be the property which actually passes, but it is to be something which does not pass, or change hands, at all. It is to be the interest of the successor. Thus, the interest of the present Marquis of ABERGAVENNY is by a statutory fiction the property which passed on the death of the late Marquis. Turning back, then, to the proviso to s. 4, it is clear that, on the footing of this fiction, the late Marquis never had an interest in the property which passed, for he never had interest in the interest of the present Marquis. Hence the proviso applies and aggregation is excluded.

But it is very doubtful whether the statutory fiction incorporated in s. 5 (5) was ever intended to be carried back into the proviso to s. 4; or, since Parliament had probably no specific intention on the matter at all, whether it can, on any proper canon of construction, be so carried back. Section 5 introduced provisions as to settled property, and in these it included a special provision with respect to the duty on inalienable estates; but this does not seem to have anything to do with s. 4. It appears, therefore, to be a case where the literal interpretation of the statute should give way to the general intention, and this was the opinion of SANKEY, J., before whom the case first came, of the majority in the Court of Appeal (Lord STERNDALE, M.R., and YOUNGER, L.J., WARRINGTON, L.J., dissenting), and of Lord HALDANE, C., in the House of Lords. On this view the effect of s-s. (5) is confined to the valuation of the property which passes. But the majority in the House of Lords—Lords CAVE, SUMNER, PARMOOR and PHILLIMORE, declined to restrict the sub-section to valuation, and held that the statute must be construed literally; that is, the statutory fiction which defined the property which passed as being the interest of the successor carried the consequence that the late Marquis never had an interest, so that there was no aggregation. It is to be said for this view that there might be a difficulty in applying the principle of aggregation to property of this nature, since, as Lord PARMOOR said, "it would lead to illogical and uncertain results to attempt to aggregate under one principal value, a value partly derived from the valuation of actual property, and partly from the valuation of the interest of a successor." But, apart from this consideration, there can be little doubt that the decision of the House of Lords is based upon too literal a reading of the statute.

At the meeting of the London County Council on Wednesday, Mr. Cyril Jacobs, Chairman of the Public Control Committee, stated that the whole question of the amendment of Coroners' Law was now under the consideration of the Government. It had been the practice of the Committee when appointing coroners to ask for a signed undertaking that they would retire at the age of seventy years. A Bill introduced in December, 1920, to secure various alterations was withdrawn owing to opposition.

The Exhibition of Articles of the Peace.

THE archaic character of our Criminal Law is still preserved, despite a multiplicity of statutory improvements within recent years; this is strikingly illustrated by the curious survival of the ancient procedure known as "Exhibition of Articles of the Peace." This, of course, is almost obsolete nowadays, so much so that the Recorder of London frankly confessed complete ignorance of it when he had to deal with an application involving an attempt to revive it last week. A lady litigant, Miss Jane Cormack, applied to him to issue this process against, *inter alios*, certain Lunacy Commissioners, the Board of Control, and the Ministry of Health. Her application, after adjournment for consideration of the legal position, was refused partly on the merits and partly on the ground that a less cumbrous remedy existed by way of a summons in the magisterial courts (see *ante*, p. 466).

The second ground of refusal, however, seems rather to overlook a point of importance. In the magisterial courts it is only possible to summon for breaches of the peace persons who are threatening to commit a breach within the limited area over which the particular police magistrate or bench of justices has jurisdiction. Where articles are exhibited at quarter sessions the area is extended to a county or borough as the case may be. And in the Central Criminal Court the jurisdiction extends to the fasciculus of home county districts which are grouped by statute as the central criminal area. Obviously a person desiring protection against a number of persons over a wide area, assuming there to be any justification on the merits for the remedy claimed, is greatly hampered or compelled to proceed by a number of summonses in distant police courts instead of by one information in the Central Criminal Court.

The history of "Articles of the Peace" is extremely interesting, and, indeed, important. It was introduced in all probability by that great legal reformer Edward III, who felt the necessity of applying stringent remedies to put down the turbulent affray and raids common among the nobility of his day, and even of a later age. Readers of the "Paston Letters" will recall how even in the fifteenth and sixteenth centuries it was still common for great nobles, maintaining vast bodies of retainers, to swoop down on other nobles or commoners and assault or kidnap without any easy redress men or women whom they were anxious to subject to their power. An indictment at assizes was a cumbrous remedy in such cases; the mischief had long been done, and the great could usually secure immunity by a little influence in high places. It was all-important to prevent the mischief before it could take place.

In these circumstances Edward III decided on what in those days was a very bold innovation. He determined to set up in every county and hundred bodies of "Conservators of the Peace," whose duty it should be to prevent these trespasses. He also decided to confer on assize judges special powers to restrain, for good cause shown, subjects accused of threatening to commit a false imprisonment, assault, forcible entry, or other trespass. All three classes of courts, Assizes, the Conservators in County Sessions, and the Conservators in Hundred Sessions, were to divide between them the herculean task of seeing that the King's Peace was effectively kept. Out of this grew the jurisdiction of Justices of the Peace which rapidly superseded the other local courts during the Tudor era, and in less than a century had begun to assume its modern multifarious functions.

At the outset, there can be little doubt, the various courts were intended to administer the same principle of law in the case of very different social classes. Petty Sessions, sitting in the Hundred and composed of local Lords of the Manor, could be trusted to bind over yeomen, burgesses, and villeins; but they would scarcely be trusted to deal with a local magnate. Quarter Sessions, consisting of the assembled Lords of the Manor throughout a county, however, could be relied on to put down a bullying gentleman who made himself a public nuisance, especially if he interfered with the wives, daughters, and servitors of his co-equals in rank. But the great noble was too powerful to be dealt with by the lesser gentry, and so the judge of Assizes was expected to hear process against him.

Even this division of labour failed in the case of court favourites, great Earls, and really powerful barons who had large regiments of armed followers in their pay. It was not until Henry VII rendered penal the maintenance of soldiers in private liveries, and the Star Chamber took effective steps to secure obedience to the law, that the ex-feudal lords were finally cowed and an effective system of peace-conservation was established throughout the land. Once this was effected, and the process was probably complete by the end of Queen Elizabeth's reign, the ordinary courts of criminal jurisdiction—Assizes, Quarter Sessions, Petty Sessions—proved themselves capable of using with deadly effect the very powerful juristic weapon placed in their hands by the process known as exhibiting "Articles of the Peace."

In the Courts of Record, this process did not differ in principle from the similar practice of magisterial courts, which still actively survives under the name of "Binding over to keep the Peace." In each case the procedure was in substance the same. Process was commenced in the one case by information on oath before a grand jury, in the other by complaint on summons before a justice of the peace—who might hear the application and issue process in his private home. The information at Assizes or Quarter Sessions alleged that the respondent had attempted to trespass on the person or property of the applicant, who went in bodily fear of life, limb, liberty, or a forcible entry on his land. It had to be supported by affidavits of credible witnesses, but in accordance with the old practice, these were not cross-examined. The defendant was then summoned to show cause why he should not be required to enter into recognizances, usually with sureties, to keep the peace. He had to answer on oath, and his witnesses gave their evidence by affidavit. In the magisterial courts, of course, this mode of hearing testimony has long been replaced—although only under the series of modern Summary Jurisdiction Acts, which commenced in 1848—by the usual method of hearing oral testimony.

On failure to find sureties, respondents were committed to the common gaol as debtors of the Crown. There they often languished for years, since no method of release existed except compliance with the requirements of the court's order. The process, in consequence, became exceedingly oppressive. In the Eighteenth Century it became a favourite device for getting rid of undesirable relations, thereby anticipating an illegitimate use to which, it is to be feared, the modern lunacy process is sometimes put. Such persons were summoned at Assizes or Quarter Sessions on informations setting out a series of "Articles" or charges against them of *intent* to commit assaults (not *actual* acts of commission); these were supported by the sworn depositions of persons in the applicant's employ, who were prepared to swear anything he wished. The Bench, as a matter of course, ordered recognizances, apparently on the ground that it was no hardship to require a suspected roysterer to undertake that he would not make himself a public nuisance. Unfortunately, if the respondent had no means, and could find no sureties, the order of the court simply meant his indefinite incarceration in gaol without any hope of a real trial for an actual offence.

Lord Campbell and Lord Brougham, both shrewd judges of the actual working of our legal institutions, both recognized the serious danger of oppression resulting from the abuse of "Articles." It seems to have been a favourite device adopted by wealthy women, with separate estate, who had married poor men and afterwards found matrimonial subjection irksome. The modern wife in these circumstances would leave her husband, confident that no remedy exists to compel performance of her conjugal duties against her will. A century ago this form of self-help was less feasible. The alternative usually adopted was to exhibit "Articles of Peace" against the husband, alleging fear of violence. He was almost certain to be "bound over," and, if he could find no sureties, as was often the case, prison was his fate. In fact, it was oppressive use of the process by women of rank which gradually led to its modification, and finally led the courts to frown upon it. It seems unlikely that it will ever be effectively revived at courts, other than Petty Sessions.

Reviews.

County Court Practice.

THE YEARLY COUNTY COURT PRACTICE, 1924, Founded on Archbold's "County Court Practice," and Pitt-Lewis' "County Court Practice." By the late G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE, Chief Justice of Madras. 1924 edition by EDGAR DALE, Barrister-at-Law. The Chapter on Costs by J. ERRINGTON, Registrar of the Carlisle County Court. In Two Volumes. Butterworth & Co.; Shaw & Sons, Ltd. 35s. net.

This edition of the Yearly County Court Practice omits the Emergency Laws section. The provisions of the Acts only remain in force so far as they relate to orders made by any court before 31st August, 1922, and they are, therefore, now of little practical importance. But this does not extend to the Rent Restriction Acts, which, though also Emergency Laws, appear, the editor observes, to be assuming a permanent character. They have accordingly been transferred to Volume I, and there they form the subject of a special section. This includes the Act of 1923, and the cases reported up to the end of last November. But the points to which the Acts give rise are never-ending, and the list of decisions, as such cases as *Strickland* v. *Palmer* (reported elsewhere in this week's issue), show, is being continually added to. Then there is the Workmen's Compensation Act of last year. To this also special attention has been given, and in addition to the extensive revision rendered necessary by the Act, there have been important decisions on the fundamental phrases "arising in the course of" and "arising out of" the employment, and there has been the House of Lords decision on *Russell* v. *Rudd*, 1923, A.C. 309; 67 SOL. J. 421, on lump-sum settlements of compensation. A special feature of the book is the Admiralty section, with its full exposition and annotation of the County Courts Admiralty Jurisdiction Acts, 1868 and 1869. This has been brought up to date by Mr. E. A. Digby, and in the general work of the edition the editor has had the assistance of Mr. K. E. Shelly. The work is an invaluable guide to the multifarious jurisdiction and practice of the county courts. Mr. Errington's chapter on Costs is, of course, a very essential feature.

Books of the Week.

Magistrates' Law.—Stone's Justices' Manual. Being the Yearly Justices' Practice for 1924. With Table of Statutes, Table of Cases, Appendix of Forms, Table of Punishments. Fifty-sixth edition. By F. B. DINGLE, Solicitor, Clerk to the Justices, &c., &c., for the City of Sheffield, and Clerk to the West Riding Justices. Butterworth & Co.; Shaw & Sons, Ltd. 32s. 6d.

CASES OF THE WEEK.

Court of Appeal.

In re **CARBONIT AKTIENGESELLSCHAFT and Others.**
No. 1. 30th and 31st January, 1st and 26th February.

CROWN—CLAIM BY SUBJECT—RULE THAT CROWN NEITHER RECEIVES NOR PAYS COSTS—EXCEPTIONS TO RULE—WAIVER—CROWN TREATED BY SUBJECT AS ORDINARY LITIGANT.

The rule that in legal proceedings against a subject the Crown neither pays nor receives costs may be set aside by statutes which show that in certain proceedings between the Crown or a government department on the one hand and an ordinary citizen on the other, the rule is excluded, but such exclusion must be clearly shown by those statutes. Nevertheless, when in proceedings against a subject the Crown has implied its willingness to be treated in the question of costs as an ordinary litigant, and the subject has expressly or impliedly accepted that position, it is open to the court to give costs for or against the Crown as in ordinary litigation between subjects.

Rolet *v.* The Queen, L.R. 1 P.C. 198; Casanova *v.* The Queen, L.R. 1 P.C. 268; *and* George *v.* The Queen, L.R. 1 P.C. 389, *applied.*

Decision of Sargant, J., 67 SOL. J. 726; 1923, 2 Ch. 504, *affirmed upon different grounds.*

Appeal from a decision of Sargant, J. The appellants, the Carbonit Aktiengesellschaft and George Schmidt, as owners of patents, claimed against the Disposals Board in respect of an invention for emptying explosive shells. After a hearing lasting several days, they abandoned their claim, but contended that by the rule, as laid down in *Rex* v. *Archbishop of Canterbury*, 1902, 2 K.B. 503, the Crown was not liable to pay costs and could not, therefore, claim to receive them. Sargant, J., held that as s. 8 of the Patents and Designs Act, 1919, had made special provisions enabling the court to give costs where a question had been referred to an official referee or arbitrator, it would be anomalous if the court should have less power when itself dealing with the matter; particularly in view of the court's general jurisdiction as to costs under Orders 65 and 53A, r. 9. He therefore gave the Disposals Board their costs in the proceedings. The appellants appealed. The court (upon grounds other than those stated by Sargant, J.) dismissed the appeal.

Sir ERNEST POLLOCK, M.R., in a considered judgment, said that several important interlocutory orders had been made in the action, including orders that the appellants should give security for the costs of the Disposals Board. The rule relied upon was stated in Blackstone's Commentaries, vol. 3, p. 400, where it was said that as it was the Crown's prerogative not to pay costs, it was beneath its dignity to receive them; that rule being followed in *Rex* v. *Miles*, 1797, 7 T.R. 367, and *Lord Advocate* v. *Lord Dunglass*, 1842, 9 Cl. and Fin. 173. Sargant, J., had founded his judgment on the principle that where a statute expressly or impliedly mentioned the Crown or Government Department and provided for costs, then the general rule ceased to apply, and the Crown was in the same position as an ordinary litigant: see *Moore* v. *Smith*, 1 E. and E., 597, and *Thomas* v. *Pritchard*, 1903, 1 K.B., 209, where the former case was explained by Lord Alverstone at p. 213. But in the relevant statutes he could not

find any sufficient authority for applying that principle to the present case. Sargant, J., felt that it would be anomalous—as indeed it would—if a judge had no discretion over costs in a matter which might have been referred to an arbitrator exercising the powers of the Arbitration Act, 1889, including the power over costs. Unfortunately his attention was not called to s. 23 of the Act, excluding the Crown from the effect of its provisions, or to the case of *In re Mill's Estate*, 34 Ch. D. 24, deciding that in cases where provision was made by law or statute as to the incidence of costs, that was not altered by the Judicature Acts and rules made thereunder. Further, the Crown was not bound by the Judicature Act, 1890. Where a Minister or Department of the Crown was made liable for costs, that was done by express words, as in the Admiralty Works and Lands Act, 1864, and the Ministry of Transport Act, 1919, s. 26 (1), and there seemed to be no such express word in the Act quoted. Therefore, he (the Master of the Rolls) could not agree with the grounds upon which Sargant, J., had based his judgment. But there were certain exceptions to the rule relied upon which had been referred to by Lord Macnaghten in *Johnson* v. *The King*, 53 W.R. 207; 1904, A.C. 817, at p. 824, and those exceptions included cases where justice seemed to require that the Crown should pay costs, or where the Crown was not unwilling to be treated as an ordinary litigant, *e.g.*, *Rolet* v. *The Queen*, L.R. 1 P.C. 198; *Casanova* v. *The Queen*, *ibid*, p. 268; and *George* v. *The Queen*, *ibid*, p. 389. The present appeared, in his judgment, to be one of such cases. The litigation was treated by successive orders, with the acquiescence of both litigants, as subject to the ordinary rule. On two occasions orders were made requiring the applicants to give security for costs, orders which could have been successfully resisted if the rule relied on by the appellants had been raised as an objection to them. But that course was not adopted. The conclusion was clear. The applicants accepted and acted on the willingness of the Crown to be treated as an ordinary litigant. They had sufficient confidence in their case to be not unwilling by submission to and compliance with the orders made to arm themselves with proof that the rule was not to be applied to the proceedings. Had the order been that the applicants were to be paid their costs by the Crown, any attempt on the part of the Crown to set up its immunity from costs would have been successfully resisted by the applicants, perhaps with some indignation that such a claim should be made after what had occurred in the course of the interlocutory proceedings, and a protest against bad faith. In his (his lordship's) judgment, therefore, the applicants were not entitled to raise the question and must submit to the order made by the learned judge—an order fully justified by the applicants' own conduct. The appeal must therefore be dismissed, with costs.

WARRINGTON and ATKIN, L.JJ., delivered judgments to the like effect.—COUNSEL: *Trevor Watson* for the appellants; *Whitehead*, K.C., *Dighton Pollock* and *Courtney Terrell* for the respondents. SOLICITORS: *Mills, Lockyer, Church & Evill; the Treasury Solicitor.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

NEW YORK LIFE INSURANCE CO. *v.* PUBLIC TRUSTEE.

No. 1. 5th and 6th March.

PEACE TREATY—CHARGE ON PROPERTY OF GERMAN NATIONALS—GERMANS ENTITLED TO SUMS UNDER POLICIES OF LIFE INSURANCE—POLICIES ISSUED BY LONDON BRANCH OF COMPANY REGISTERED IN NEW YORK—SUMS DUE PAYABLE IN STERLING IN LONDON—CORPORATION—RESIDENCE OR DOMICILE—DEBTS "WITHIN HIS MAJESTY'S DOMINIONS"—TREATY OF PEACE ORDER, 1919, s. 1.

As an ordinary rule, a simple contract debt is due in the country of the debtor's domicile, that being the place where an action could be brought to recover it. When, however, the debtor is a company, with domiciles or residences in different countries, the court may look at the terms of the contract creating the debt, and if that debt is in fact localized to one particular branch of the company, the country in which that branch is situate will be the country in which the debt is due.

Appeal from a decision of Romer, J. (68 SOL. J. 85, 1924, 1 Ch. 15).

The plaintiffs, the New York Life Insurance Company, were incorporated by the laws of the State of New York, their head office being in that city, but they had branches in London and elsewhere, their head office for European business being in Paris. The defendant, the Public Trustee, was sued as the Custodian of Enemy Property. By s. 1 of the Treaty of Peace Order, 1919, made under the authority of the Treaty of Peace Act, 1919, all property rights, and interests within His Majesty's Dominions belonging to German nationals on 10th January, 1920, and the net proceeds of their sale, liquidation, or other dealings therewith, are charged with certain payments. At the date mentioned there were certain sums due and payable by the plaintiffs in London to various German nationals, which sums had accrued due under policies of assurance issued by the plaintiffs in this country before the outbreak of war. The policies had been issued in London, by the plaintiffs' London branch, and they were expressed to be payable in London, and in sterling. The plaintiffs contended that first, property, rights and interests arising under contracts of life assurance were not subject to the charge at all; and, secondly, that these sums, being simple contract debts due from the plaintiffs, must be taken to be due in New York, the country of the plaintiffs' domicile, even if they were expressed to be payable in London, and so were not within the scope of the Treaty of Peace Order.

Romer, J., found that on the construction of the Peace Treaty and the Order, this class of property or interest was clearly within the charge. Upon the second point he held, following *Att.-Gen.* v. *Bouwens*, 4 M. & W. 171, that the locality of the debt was the residence of the debtor. The debtors here were domiciled in New York, and the debts were therefore not "within His Majesty's Dominions," the place where the debts might be expressed to be payable not being a determining factor. The defendant appealed. The Court allowed the appeal.

Sir ERNEST POLLOCK, M.R., said that in *Att.-Gen.* v. *Bouwens*, *supra*, it was laid down that simple contract debts were located at the residence of the debtor, and in that case Abinger, C.B., had said: "In truth, with respect to simple contract debts, the only act of administration that could be performed by the ordinary would be to recover or to receive payment of the debt, and that would be done by him within whose jurisdiction the debtor happened to be." Applying the principles of that case, it was said that the debt in the present case was in New York. But in Dicey's "Conflict of Laws," 3rd ed., p. 432, it was said that: "Debts, choses in action, and claims of any kind must be held situate where the debtor or other person against whom a claim exists resides; or, in other words, debts or choses in action are generally to be looked upon as situate in the country where they are properly recoverable or can be enforced."

The ruling in *Bouwen's Case*, *supra*, was accepted in *Attorney-General* v. *Lord Sudeley*, 44 W.R. 340; 1896, 1 K.B. 354, but in that case Lord Esher said (1896, 1 K.B., at p. 360): "As to debts due to the testator at the time of his death, the rule to be deduced from the case is that if the debtor is, at the date of the death of the testator, abroad, and the debt is payable only abroad, and could only be got from him abroad, either by some act to be done then, or some proceeding taken then, the debt is a foreign asset; but if, although the debtor is abroad, a legal proceeding could be taken here, which would in law directly order and enforce the payment here of the debt, then the debt is an asset here, liable to the probate duty." In the old case of *Hilliard* v. *Cox*, 1 Ld. Raym., 562, Holt, C.J., said: "If the debtor has two houses in several dioceses, and at the time of the death of the debtee and commission of administration is inhabitant and resident at one of the houses, that will exclude the jurisdiction of the ordinary of the diocese in which the other house stood." It was argued that the court might apply that to the present case, because a corporation like the plaintiffs might have more than one residence, and *Carron Iron Company* v. *Maclaren*, 3 W.R. 597; 5 H.L.C. 416, was cited as proving that, in law and in fact, a corporation might have two domiciles or residences, and in *Newby* v. *Van Oppen and the Colts Patent Firearms Manufacturing Company*, 20 W.R. 383; L.R. 7 Q.B. 293, it was held that a foreign corporation, not incorporated under English law, might be sued for a cause of action arising in the jurisdiction, and it was decided that the defendant company there, inasmuch as it was carrying on business in London, must be treated as liable to the jurisdiction here. *La Bourgogne*, 1899, P. 1, followed the same principle. Those cases showed that, on the evidence here, the plaintiffs were resident both in New York and London, and subject to the jurisdiction in both places. Could they then in this case be properly dealt with under the English jurisdiction? To him (the Master of the Rolls) it appeared that the proper course was to look at the contracts (the policies) and determine from their terms where the debts were to be recovered. It was clear that they were primarily recoverable in London, and that the promise was to pay in London. A similar question arose in *Rex* v. *Lovitt*, 1912, A.C. 212, where it was said by Lord Robson that a bank with different branches in different localities had in some measure localized its obligation to its customer or creditor so as to confine it, primarily at all events, to a particular branch, and that seemed applicable to the present case, and the terms of these policies had localized the place where the debts were to be paid to London. Perhaps if there were a failure to pay, some form of action might be brought in New York, but it would be an action for the failure to pay in London, London being indicated as the place where the debt was localized. The debt was therefore a property or interest of German nationals within His Majesty's dominions. Upon the first point raised in the action, there was no substance in the contention that these policy

moneys were not, as such, within the charge created by the Treaty of Peace Order, and upon that point there was little to add to what had been said by Mr. Justice Romer. The appeal must be allowed and a declaration made that these policy moneys were subject to the charge.

WARRINGTON and ATKIN, L.JJ., delivered judgment to the same effect.—COUNSEL: *Sir Douglas Hogg*, K.C., *Gavin Simonds* and *Charles Harman*, for the appellant; *Schiller*, K.C., and *H. G. Robertson*, for the respondents. SOLICITORS: *Coward and Hawksley, Sons & Chance; Ashurst, Morris, Crisp & Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

BUTTERWORTH *v.* **SMALLWOOD.** Eve, J. 21st February.

PRACTICE—DEFAULT OF PLEADING—DEFENCE DELIVERED AFTER DEFAULT—MOTION FOR JUDGMENT—NON-APPEARANCE—FORM OF ORDER—R.S.C. Ord. 27, r. 11.

Where a defence was not delivered until after the plaintiff had served notice of motion for judgment, the court made the order asked for by the motion, but directed the order not to be drawn up for a week, with liberty to the defendant to move to discharge it.

This was a motion for judgment in default of defence under Order 27, r. 11, which provides that if a defendant makes default in delivering a defence, the plaintiff may set down the action on motion for judgment, and such judgment shall be given as the court may consider the plaintiff to be entitled to. The writ in this action was served on 16th November, 1923, and the statement of claim was delivered on 17th January, 1924. The defendant made default in delivering defence, and notice of motion for judgment in default of defence was given by the plaintiff to the defendant's solicitors on 7th February, 1924. The defendant's solicitors, without applying for any extension of time, delivered a defence on 12th February, but the defendant did not appear at the hearing of the motion. Counsel for the plaintiff said the authorities were somewhat conflicting, and asked for an order on the lines of the order made in *Montagu* v. *Land Corporation of England*, 56 L.T. 730. He also referred to the Annual Practice, 1924, p. 442, and the other cases there referred to.

EVE, J., said he must give judgment for the plaintiff, according to the statement of claim, and he would make the order as asked for by the notice of motion, but he directed that the order should not be drawn up until 27th February, and that the defendant's solicitors should be given notice on or before 23rd February that the order had been made, but that it would not be drawn up until 27th February, and that they would be at liberty to move the court on that day to discharge the order.—COUNSEL: *L. W. Byrne*. SOLICITORS: *Summerhays, Son, Duckham & Barber; Duffield, Bruty & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **FELLOWES, O'BRIEN, GORDON and TOOTAL (carrying on business as Ellis & Co.).** Astbury, J. 17th March.

BANKRUPTCY — FRAUDULENT PREFERENCE — PRESSURE — PAYMENT OUT OF ORDINARY COURSE OF BUSINESS—STOCKBROKER—SALE OF SHARES—PAYMENT TO CLIENT BEFORE TRANSFER.

Certain stockbrokers within a fortnight of a receiving order being made against them sold shares for a client and paid the proceeds to him before the transfer was executed. The sale was effected by what is called "a put through" by which a jobber lends his name as purchaser, but no money is paid.

Held, that the payment was made without pressure and was a fraudulent preference.

This was a motion by the trustee in the bankruptcy of Ellis & Co., stockbrokers, for a declaration that a cheque for £3,405 paid by the firm on 3rd February, 1922, to Mr. Ivor Howard Jones was a fraudulent preference. A receiving order in bankruptcy was made against Ellis & Co. on 16th February, 1922, and adjudication was made on the same day. Mr. Jones had employed Ellis & Co. as stockbrokers since 1919, and on 30th July of that year he purchased through them 300 ordinary shares, and 1,250 preference shares in the City Equitable Company. In December, 1921, he instructed Ellis & Co. to sell his preference shares, which was done on 19th December. The price was to be £3,405, and by the sale note the shares were to be sold to a firm of jobbers, but no money was then paid. Mr. Jones was told that the money would be paid in the third or fourth week of January, 1922. Mr. Jones had also given instructions to sell his 300 ordinary shares in the City Equitable Company, but these were not sold. At the end of January, 1922, Mr. Jones wrote inquiring why the money had not been paid and on 3rd February, Ellis & Co. wrote to him sending a cheque for £3,405, and enclosing a transfer to two clerks of Ellis & Co. Mr. Jones returned the transfer executed by him, and said that he would send the certificate when he returned to business after his illness, as the certificate was at his bankers. The certificate was not sent until 1st March, after his bankruptcy. A petition to wind up the City Equitable Company was presented, and an order for compulsory winding-up was made on 14th February, 1922. It appeared that in the middle of January, 1922, Ellis & Co. had borrowed from their bank £50,000, which they said was for clearing up their Stock Exchange commitments. There was in December, 1921, no free market in either the preference or the ordinary shares of the City Equitable Company. It was contended on behalf of the trustee that the money was paid out of the ordinary course of business, without any pressure by Mr. Jones, within a fortnight of the receiving order, and at a time when Ellis & Co. were hopelessly insolvent, the payment therefore constituted a fraudulent preference.

ASTBURY, J., in the course of delivering judgment, said that Mr. Jones was most unfortunate and wholly blameless in the matter. At the time when he gave instructions to sell his shares, it was hopeless to sell the ordinary shares of the City Equitable Company, and in order to keep up the market for the preference shares, Ellis & Co. had to buy the shares themselves. This was done by what on the Stock Exchange was called "a put through" by which a jobber lent his name as the purchaser of the shares which the stockbroker wished to buy back, and received a commission for the accommodation. The sale note sent to Mr. Jones was not in fact true. Mr. Pirie on 3rd February knew that the imminent failure of the City Equitable Company would bring down Ellis & Co., and being a salaried partner he sent Mr. Jones, who was his friend, the cheque before Mr. Jones had executed the transfer or sent the certificate. Pirie knew that Ellis & Co. could not meet their liabilities, and sent the cheque because he was sorry for Mr. Jones. There was no pressure on the part of Mr. Jones, and therefore there was a fraudulent preference. With regard to the other points raised on behalf of Mr. Jones, it was clear that Pirie had authority to conduct the business, and if in such conduct he committed a fraud or a wrong he bound the firm. It was contended that the £50,000 borrowed by Ellis & Co. from the bank was borrowed for a specific purpose and was bound by a trust, but the bank manager said that it was borrowed to meet immediate liabilities of the firm, and that there was no allocation to any special purpose. The result was that Ellis & Co. owed Mr. Jones £3,405, and when they were in extremes Pirie sent the cheque. It was clear that there was a fraudulent preference, and Mr. Jones must repay the money.—COUNSEL: *E. W. Hansell; Clayton*, K.C., and *Tindale Davis*. SOLICITORS *Piesse & Sons; Holman, Fenwick and Willan*, for *Lean & Lean*, Cardiff.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re **GOODWIN: AINSLIE** *v.* **GOODWIN.** Romer, J. 30th January.

WILL—CONDITION—PERSONAL—DEATH WITHOUT FULFILLING—CONDITION CAPABLE OF FULFILMENT BY EXECUTORS OF PERSON ON WHOM IT WAS IMPOSED.

In determining the question whether time is of the essence of a condition to which a gift in a will is subject, the court has regard to the intention of the testator in inserting the condition, and if the court finds that the performance of the condition at a time subsequent to the expiration of the period fixed by the testator in substance provides for the very thing for which the testator intended to provide, time is not regarded as of the essence, and the court will even permit such performance to be carried out by the executors of the person on whom the condition was imposed.

This was a summons asking the question whether, in the events which had happened, the executors of the testator's widow were entitled to claim payment of the £500 annuity conditionally bequeathed by the will of the testator, or whether the failure of the widow to comply with the condition therein contained during her lifetime had deprived her of the right to the annuity. The facts were as follows: The testator bequeathed to his trustees during his wife's life an annuity of £500 charged upon certain leasehold property, upon trust for his wife, and provided as follows: "I declare that the said annuity is intended to be in lieu of and in satisfaction for the annuity of £70 per annum which I have covenanted by deed to pay to my said wife and that the bequest thereof herein contained and the trusts thereof hereby declared shall become and be absolutely void and of no effect (except as regards any money actually paid to my said wife on account of the said annuity) unless my said wife shall within six calendar months after my death absolutely release and discharge my estate and effects and my trustees from payment of the said annuity of £70 per annum so covenanted to be paid by me to my said wife as aforesaid as from the date of my death to the satisfaction in all things of my trustees." In

1906 the testator died and his estate was so heavily incumbered that it was not possible to make any payments to the beneficiaries under his will previously to the death of his widow in 1921. The widow never in her lifetime released or offered to release the estate and effects of the testator from the annuity of £70. The testator's trustees carefully nursed the estate and were now in a position to make some payments to the beneficiaries. Neither the widow nor her executors had ever received any payments in respect of either annuity.

ROMER, J., after stating the facts, said: It is well settled by authority that where a gift in a will is made subject to a condition, even a condition precedent, to be performed within a specified time, at any rate in the absence of an express gift over in the event of the condition not being so performed within the specified time, it is always a question for the court to determine whether the time so specified is of the essence of the matter. In determining that question the court must have regard to what is presumably the intention of the testator in inserting the condition, and if the court finds that a performance of the condition at a time subsequent to the expiration of the period fixed by the testator in substance provided for the very thing for which the testator intended to provide, so that all parties could be put in substantially the same position in which they would have been had the condition been performed within the limited time, time is not regarded as of the essence, and the donee is entitled to comply with the condition at any time thereafter so long as such performance of the condition fulfils the testator's real intention. In the present case there can be no doubt that the only object of the testator in inserting the condition is that his wife shall not be paid both the bequeathed annuity and the £70 per annum. It has not been possible to pay her any part of the bequeathed annuity during her lifetime. If therefore she were now living and released her claim to the £70 per annum as from the testator's death she would have complied in substance with the condition and done what the testator intended should be done, and she would have put herself in a position in which she could not claim both the £500 and the £70 annuities. Such a release by her would have been a sufficient compliance with the condition. The fact that the benefit taken under the will was one that ceased with the annuitant's life does not, in my judgment, make it a condition personal to the legatee, and inasmuch as a release now by the executors will place all parties in the same position as if a release had been executed by the wife within the specified six months, I hold that a release by the executors now will be a sufficient compliance with the condition.—COUNSEL: *Bryan Fraser; Eardley-Wilmot; Hughes*, K.C., and *Bradley-Dyne*. SOLICITORS: *Dawson & Co.; Leader, Plunkett & Leader*, for *George Gardner Leader*, Newbury.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

STRICKLAND *v.* **PALMER.** Div. Court. 7th and 8th February.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—INCREASE OF RENT AND INCREASE OF RATES—RATES SUBSEQUENTLY REDUCED—WHETHER RENT MUST BE CORRESPONDINGLY REDUCED—ACTION TO RECOVER RENT—RIGHT OF APPEAL FROM DECISION OF COUNTY COURT JUDGE—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 2.

The provisions of s. 2 (6) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which preclude parties from appealing from the decision of the county court judge in certain events, do not deprive a party of his right to appeal in proceedings taken for the recovery of rent alleged to be due by reason of circumstances arising out of the provisions of s. 2 (1) (b) of that statute.

The Rent Restriction Acts do not provide that, where the rates in respect of certain premises have been increased and a corresponding increase of rent has been imposed by the landlord, under s. 2 (1) (b) of the Act of 1920, in the event of the rates being subsequently reduced, there shall be a corresponding reduction of rent.

Appeal from the Wandsworth County Court. The plaintiff was the landlord, and the defendant was the tenant of certain premises at Tooting, which were let at a rent inclusive of rates, and which were within the scope of the Rent Restriction Acts. In 1921 the landlord served on the tenant notice of increase of rent in respect of (*inter alia*) an amount payable under s. 2 (1) (*b*) of the Act of 1920, owing to an increase having been made in the rates. In 1921 the rates were reduced, and the tenant refused to continue to pay the increase above referred to. The landlord commenced proceedings in the county court for the recovery of the amount of rent in dispute, and the county court judge gave judgment in favour of the tenant. The landlord appealed. A preliminary objection was taken in the Divisional Court on behalf of the tenant, that the decision of the county court judge was final, having regard to the provisions of s. 2 (6) of the Act of 1920. By s. 2 of that statute, it is enacted: "(1) The amount by which the increased rent of a dwelling-house to which this Act applies may exceed the standard rent shall, subject to the provisions of this Act, be as follows, that is to say . . . . —(*b*) An amount not exceeding any increase in the amount for the time being payable by the landlord in respect of rates over the corresponding amount paid in respect of the yearly, half-yearly, or other period which included the third day of August nineteen hundred and fourteen . . . . (6) Any question arising under sub-section (1) (2) or (3) of this section shall be determined on the application either of the landlord or the tenant by the county court, and the decision of the court shall be final and conclusive."

SHEARMAN, J., delivering judgment, said that, with regard to the preliminary point, he was of opinion that the appeal lay. The material sections were s. 2 (1) (2) and (3), and s. 12 (3) of the Act of 1920, and s. 2 (4) of the Rent Restrictions (Notice of Increase) Act, 1923, 13 & 14 Geo. 5, c. 13. In his view the effect of the statutes was to enact that the decision of the county court judge was to be "final and conclusive" in certain specified matters, as to which he acted in his capacity as arbitrator, and matters arising "on the application" of the parties, and that in proceedings such as those connected with the present action, which was in effect an ordinary action for the recovery of rent, the parties were not deprived of their right of appeal. On the main point it was argued that if the landlord was entitled to increase the rent when the rates were increased, the tenant ought to benefit if the rates were afterwards reduced. It was his lordship's duty, however, to interpret the Act. When the landlord increased the rent in consequence of an increase of rates, he became the landlord under a renewed implied tenancy. His lordship could find no provision indicating that that tenancy at the increased rent was for a limited time, or that the increased rent must be reduced if the rates were reduced. In his view the appeal must be allowed.

ACTON, J., concurred, and the appeal was allowed.—COUNSEL: *L. S. Fletcher; J. Duncan.* SOLICITORS: *W. H. House; Bono and Nimmo.*

Reported by J. L. DENISON, Barrister-at-Law.]

LAMB *v.* **WRIGHT & CO.** McCardie, J. 24th January.

BANKRUPTCY—ORDER AND DISPOSITION—POSSESSION BY BANKRUPT IN HIS TRADE OR BUSINESS—REPUTED OWNERSHIP—CONSENT OF OWNER—BANKRUPTCY ACT, 1914, 4 & 5 Geo. 5, c. 59, s. 38 (*c*).

A receiving order in bankruptcy was made against the purchaser of a motor car, after he had paid two of the instalments due under the terms of a hire-purchase agreement. The motor car was bought for pleasure purposes, but, in fact, though unknown to the vendor, it was from time to time used in the purchaser's business. By a clause in the agreement it was provided (inter alia) that if a receiving order were to be made against the purchaser, the vendor should be entitled to re-take possession of it. The trustee in bankruptcy retained the car on behalf of the creditors, and the vendor commenced proceedings for the return of it, or its value.

Held, that the car was not within the order and disposition of the bankrupt under s. 38 (c), of the Bankruptcy Act, 1914, that it was not being used in his business within the Act, and that the vendor had not, in the circumstances, parted with possession of it; and that he was entitled to succeed in the action.

Witness action. In May, 1923, the plaintiff delivered to one Leonard Pinchin, a two-seater "Jowett" motor car, subject to a hire-purchase agreement, by which it was provided that, if Pinchin failed to pay the instalments, or if a receiving order was made against him, the vendor (the plaintiff) could re-take possession. It also provided that no alteration to the car should be made without the previous consent in writing of the owner. The property was not to pass to Pinchin until full payment of the price of £268. Pinchin was a grocer and fruiterer. He carried on business at Bradford, and resided at one of his places of business. After obtaining the car from the plaintiff, Pinchin used it for pleasure purposes, and also, to some extent, for the purposes of his business. During the month of July, 1923, Pinchin absconded. He had paid two instalments of the price of the car. In August, 1923, a petition in bankruptcy was presented, and a receiving order was made against him. He was adjudicated bankrupt, and a trustee was appointed. The defendants had, in the meantime, taken possession of the car in order to preserve it for creditors, and they defended the action by the authority of the trustee. The plaintiff demanded the delivery to him of the car, but this was refused. The trustee claimed to be entitled to it under s. 38 of the Bankruptcy Act, 1914. By s. 38 (*c*) of the Act of 1914 it is provided: "The property of the bankrupt divisible amongst his creditors and

in this Act referred to as the property of the bankrupt shall . . . comprise the following particulars: (c) All goods being, at the commencement of the bankruptcy, in the possession order or disposition of the bankrupt, in his trade or business, by the consent and permission of the true owner, under such circumstances that he is the reputed owner thereof . . ."

McCARDIE, J., delivering a considered judgment, said that, unless s. 38 applied, the plaintiff would be entitled to judgment. No question was raised as to trade custom with respect to the hire or hire-purchase of motor cars. His lordship, in the course of dealing with the disputed facts, said that the agreement had provided that no alteration should be made without the consent of the plaintiff, that the car had been sold and purchased as a pleasure car, and that Pinchin had told the plaintiff that he was purchasing it for use as a pleasure car. The truth of the matter appeared to be that the car was used on two or three days in the week either for taking goods to customers or for visits to the wholesale market. The user on such days was for a small part of the day only and not for the whole day. The car was employed for purposes somewhat beyond those of a mere emergency car. But, in his opinion, its main function and principal use by Pinchin was that of a pleasure car. He used it regularly as such, both at week-ends and at other times. No name or advertisement was ever placed on it, and it was never altered in any way so as to be convenient for employment as a commercial vehicle. The question whether the facts supported the claim of the trustees under s. 38 depended to a large degree on the proper construction of that section. It was plain that the car was at the commencement of the bankruptcy in the possession of the bankrupt. It was equally plain that that possession was with the consent and permission of the true owner. It was clear, too, that the car was used with considerable frequency in the trade or business of the bankrupt. Did the section require, before a trustee could claim, that the consent and permission of the true owner of the goods should be given, not only to the possession by the bankrupt, but also to their user in his trade or business? If that full measure of consent were required, then the defendants, on behalf of the trustee, failed in their defence, for it was clear that the plaintiff not only did not consent to the use of the car in the bankrupt's trade or business, but that he was not aware that it was so used. His counsel had submitted that the section required the full consent. In his lordship's opinion that contention was correct. The section was limited in its operation to goods in the trade or business of the bankrupt, and did not apply to domestic articles of furniture in the private dwelling of a bankrupt. If a man consented to the user of his goods in the trade or business of another, he knew, or ought to know, that he ran a risk of losing those goods by the operation of s. 38. But if he only consented to the user of goods for private and non-business purposes, then he was not exposed, in his lordship's view, to the confiscatory provisions of s. 38, merely because the bankrupt, without his knowledge or consent, had used those goods in and for his trade or business. There appeared to be no direct decision on the point, but the cases seemed substantially to support his lordship's view in principle and in reasoning. He referred to *Ex parte Wingfield, Re Florence*, 10 Ch. D., 591; *Load* v. *Green*, 15 M. & W. 216; *Smith* v. *Hudson*, 34 L.J. Q.B. 145. In *Re William Watson & Co., ex parte Atkin*, 1904, 2 K.B. 753, at p. 757, Vaughan Williams, L.J., summarized several decisions by saying that "the true owner must have unconscientiously permitted the goods to remain in the order or disposition of the bankrupt. . . . This does not mean, as we understand it, that he must have intended that false credit should be obtained by the bankrupt's apparent possession of the goods, but it does at least mean that the true owner of the goods must have consented to a state of things from which he must have known, if he had considered the matter, that the inference of ownership by the bankrupt must (observe, not might or might not) arise: see *Hamilton* v. *Bell*, 10 Ex. 545; *Gibson* v. *Bray*, 8 Taunt., 76; *Ex parte Bright*, 10 Ch. D., 566. The question, then, for us is: Did Messrs. Atkin consent to such possession by the bankrupts, Messrs. Watson, under such circumstances that customers were entitled to assume that Messrs. Watson were the owners of the goods in their trade or business?" In his lordship's view, those words of Vaughan Williams, L.J., supported the view which he had expressed as to the meaning of s. 38. He, therefore, held that the plaintiff did not consent or permit that Pinchin should have or employ the car in his trade or business, and it therefore followed that s. 38 did not apply to the facts before him, and that the trustee failed in his claim. There was another aspect of the case which, in his lordship's opinion, also excluded the operation of s. 38. The words to which he referred were "being at the commencement of the bankruptcy, in the possession, order or disposition of the bankrupt, in his trade or business." His lordship referred to certain *dicta* in *Colonial Bank* v. *Whinney*, 30 C.D. 261, in the decision in the Court of Appeal, which, though that decision was subsequently reversed in the House of Lords, in themselves were not, in his lordship's view, thereby impaired. It would seem to follow from these *dicta* that if a motor car were acquired for private use and to be primarily employed for private purposes, it could not, he thought, be said to be a car in the trade or business of the bankrupt. There must be judgment for the plaintiff for the return of the car.—COUNSEL: *C. J. Frankland*; *Waugh*, K.C., and *Richard Watson*. SOLICITORS: *Fielder, Jones and Harrison*, for *C. A. Payne*, Bradford; *F. B. Brook*, for *A. V. Hammond & Co.*, Bradford.

[Reported by J. L. DENISON, Barrister-at-Law.]

CASE OF LAST SITTINGS.

Court of Appeal.

NATIONAL PROVINCIAL BANK OF ENGLAND *v.* **CHARNLEY.**
No. 2. 15th November, 1923.

COMPANY—MORTGAGE OR CHARGE TO SECURE BANK OVERDRAFT—"DEMISE" OF LAND AND CHATTELS—REGISTRATION—CHARGE ON CHATTELS NOT MENTIONED IN PARTICULARS—REGISTRAR'S CERTIFICATE OF DUE REGISTRATION—EFFECT—FLOATING CHARGE—REGISTRATION AS A BILL OF SALE—COMPANIES (CONSOLIDATION) ACT, 1908, 8 Edw. 7, c. 69, s. 93.

Where a deed given by a limited company to a bank in respect of an overdraft shewed an intention to create a charge on the undertaking and assets of the company, including "plant used in or about the premises" of the company, and the deed was registered under s. 93 of the Companies Act, 1908, but the particulars sent to the registrar referred only to the deed, and did not specify the chattels.

Held, (1) *that the deed must be construed as an equitable charge on the undertaking and property (including chattels) of the company*; (2) *that the certificate of the registrar was conclusive of its due registration as such, and it was sufficient that the chattels were specified in the deed*; *and* (3) *that motor lorries seized by the sheriff were "plant used in or about the premises" within the meaning of the deed.*

Decision of Branson, J., *affirmed*.

Appeal from the judgment of Branson, J., on the trial of an interpleader issue. By an indenture dated 16th July, 1921, the Fylde Bacon Curing Co. Limited covenanted to pay to the plaintiff bank on demand all sums of money as should from time to time be owing from them to the bank, and, "for securing the payment of" the money they did "demise unto the bank" (the plaintiffs) "the hereditaments and premises described in the schedule, together with all and singular the fixed and movable plant, machinery and fixtures, implements and utensils now or hereafter fixed to or placed upon or used in or about the said hereditaments and premises, to hold the same unto the bank for the residue of the term of 999 years granted thereon by the indenture of lease of 1st January, 1918, mentioned in the schedule, except the last ten days of the said term." The lease referred to in the schedule was a demise for 999 years from 1st January, 1918, of the premises occupied by the Fylde Bacon Curing Company, and the indenture dated 16th July, 1921, was in the form commonly used as a security to bankers for overdrafts by their customers. On 25th July, 1921, the indenture of 16th July was sent by the bank to the Registrar of Joint Stock Companies for registration under s. 92 of the Companies (Consolidation) Act, 1908. In the particulars accompanying the indenture to be filed pursuant to s. 93, the indenture was described as a "mortgage dated 16th July, 1921," and the amount thereby secured was given as "all sums now or to become due," the property mortgaged was described as "915 square yards leasehold land with bacon curing factory and buildings thereon, Copse-road, Fleetwood, 999 years from 1st January, 1918," and the mortgagees as the National Provincial and Union Bank of England. These particulars and descriptions were entered on the register, but there was no reference, either in the particulars or on the register to any mortgage on or charge on chattels. On 23rd February, 1923, the plaintiffs recovered judgment for £17,008 against the mortgagors on their overdraft, and on 18th April the sheriff, under a judgment recovered by the defendant, Charnley, against the company (the mortgagors) for £200 seized on their premises certain chattels belonging to the company, including five motor lorries used in their business. The plaintiffs thereupon claimed, under the indenture of 16th July, 1921, the goods seized by the sheriff. On 27th April the company went into voluntary liquidation. On 9th May, 1923, an interpleader issue was ordered to try the question whether, at the date of the seizure, the goods seized by the sheriff were the property of the plaintiff bank as against the defendant. On 29th May, 1923, the Registrar of Joint Stock Companies gave his certificate that "a mortgage or charge dated the 16th of July, 1921, and created by the Fylde Bacon Curing Co. Limited for securing all money then due or thereafter to become due, or from time to time accruing due from

the company to the National Provincial and Union Bank of England Limited on any account whatsoever was registered pursuant to s. 93 of the Companies (Consolidation) Act, 1908, on the 25th day of June, 1921." The interpleader issue was tried at Liverpool Assizes, and Branson, J. gave judgment for the plaintiffs. The defendant appealed.

BANKES, L.J., in giving judgment, said: The first point which it is necessary to consider is, what is the nature of the indenture of 16th July, 1921? Does it create a charge on these chattels? If it does not, it comes within the definition of a bill of sale and would be void because it did not comply with the Bills of Sale Acts. It is clear that no particular form of words is necessary to create a charge. If it is plain to the court that the intention of the parties was to create a charge, the court will construe the document so as to give effect to the intention of the parties, as indicated by the language they have used. No definition can be given of what words are necessary to constitute a charge, but it is plain that in order to constitute a charge, the contract between the parties, either expressly or by implication of law, must give the person in whose favour the charge is said to be given some right of realising his security. Looking at the indenture of 16th July, 1921, apart from the fact that the document is drafted in the form of a demise for a term of years, there are, on the face of the document, all the elements necessary for the creation of a charge. It is plainly indicated by the language used that the intention of the parties was to create a charge. But it is said that the language in reference to the chattels is so inapt that the indenture must be read as excluding the intention of the parties that, in any circumstances, the bank should have the right of realising the security; and I agree that the language is inapt, and it might have been drawn in a way which would have avoided this difficulty altogether, and it may be that a form has been used which has been gradually extended from the form originally drawn, for the purpose merely of being a mortgage of the land with the fixtures, to cover something which is neither land nor fixtures, without any alteration of language. Reading the document as a whole, there is nothing in the language inapt, though it is used in reference to the fixtures, to exclude the plain conclusion on the face of the document, that the intention of the parties was to create a charge over all the subject-matter mentioned, whether it is land, fixtures, or chattels. In this case the plaintiffs (the bank) are asserting their charge against the execution creditor, the company having ceased to exercise the right, which was given them under the floating security, of using chattels in the course of their business, and there is nothing in the nature of a floating charge to debar the bank from asserting their charge against the execution creditor. So far, therefore, as the nature of the document is concerned, in my opinion it is a floating charge, and, apart from other considerations, the bank are entitled to assert that it gives them a better title to these goods than the execution creditor. But there is one point which has caused me some doubt or difficulty, and that is, whether the motor lorries seized in execution are covered by the floating charge. The language is not appropriate language to cover these motor lorries, but one has to consider whether, taking the language as a whole, the true interpretation of it is that these motor lorries are excluded from it. It is plain that these motor lorries were plant used in connection with the business of the Company. They are used for delivering the company's goods at a distance. I am unable to answer the question in a way favourable to the defendant, and, although I quite agree that the language used is not the clearest or the most appropriate, yet it is such language that I cannot say that the motor lorries are not included in it. That disposes of the case in favour of the plaintiffs. The view of the learned judge in the court below is the right view. Once the document is registered it disposes of all the objections that have been taken to the registration. Section 93 of the Companies (Consolidation) Act, 1908, provides that a mortgage or charge by a company, and being either "(*c*) a mortgage or charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale; or . . . (*f*) a floating charge on the undertaking or property of the company," shall, as a security on the company's property or undertaking, be void against a creditor of the company, unless the prescribed particulars of the mortgage or charge are delivered to the registrar for registration within twenty-one days after its creation. We are not dealing, in this case, with a mortgage or charge created otherwise than by an instrument, and when a mortgage or charge is created by an instrument it is impossible to deal with that mortgage or charge otherwise than as one transaction, because it is evidenced by one instrument only, and it is in reference to that mortgage or charge which is created by one indivisible instrument that the statute is referring. Certain conditions have to be fulfilled; for example, the prescribed particulars have to be delivered to the registrar, and the instrument creating the charge is to be delivered to the registrar within twenty-one days. It is not disputed, as I understand it, that the object of the Legislature in requiring the delivery to the registrar of the instrument as well as the particulars is to enable him to form an independent judgment in reference to what he is asked to register before he, in fact, does register it; and, of course, if he is entitled to do that he is only human, and he may make a mistake, and if he makes a mistake and enters on the register something other than what the particulars justify, it is argued, on behalf of the appellant, that the unfortunate person who carried in the correct particulars and asked the registrar to register those particulars will find himself with a void instrument, because the registrar has made a mistake, and the register, which, as I understand the argument, is the really conclusive document, does not contain the real and true particulars of the instrument. The object of the statute is to protect the creditor, and as between the creditor and the general body of the creditors or the subsequent creditors, the registrar is appointed as a tribunal who shall decide what shall be put on the register, and when that is put on the register according to his decision, his certificate to that effect is conclusive that all the conditions precedent had been complied with. The prescribed particulars include the date of the instrument creating the mortgage or charge, and (2) the amount secured by the mortgage or charge. It is argued by counsel that to satisfy the requirement as to amount, it is necessary to state the actual amount in pounds, shillings and pence. I do not think that the Legislature can have intended any such construction. It would be in exact compliance with this requirement in this case, if the statement had been "the amount secured by mortgage or charge—the amount due from day to day upon the current account, whatever it is with the bank." In this case the amount is left out, but the instrument contains the words "All sums now due or to become due." That is quite a sufficient compliance with the requirement of the statute that the amount should be stated. In the "particulars of property mortgaged or charged," no reference is made to the chattels. It is true there was an omission because particulars of the property mortgaged or charged included chattels as well as land and fixtures; but when the registrar has given his certificate that the registration is completed and has certified that the mortgage or charge is created by an instrument and identifying it, in my opinion that instrument must be looked at to see what it really contains, and there is nothing in the statute which says that, once registration has taken place, the particulars on the register shall be deemed to be conclusive evidence of the contents of the document. All that the statute is aiming at is satisfaction on the part of the appointed official that the preliminaries have been complied with, and when once he certifies that, it is open to the party to ask the court to say that what it has to look at, in order to decide the rights of the parties, is the instrument creating the mortgage or charge. For these reasons the view taken by Branson, J., was right, and this appeal must be dismissed with costs.

SCRUTTON and ATKIN, L.JJ., delivered judgments, agreeing that the appeal be dismissed.—COUNSEL: *T. E. Haydon*, K.C., and *J. C. Jolly*; *Cyril Atkinson*, K.C., and *E. C. Burgis*. SOLICITORS: *T. W. Hall & Sons*, for *J. R. Gaulter*, Fleetwood; *T. Jones*, Manchester.

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Parliament.

House of Lords.

12th March. Taxation of Betting. Lord Newton called attention to the Report of the Select Committee on Betting Duty, and moved that the taxation of betting is both desirable and practicable. After discussion, motion agreed to by 57 to 15.

13th March. Legitimacy Bill. Considered on Report of Amendments. The Earl of Malmesbury moved to add after clause 1 (2), namely:—

"(2) Nothing in this Act shall operate to legitimate a person whose father or mother was married to a third person when the illegitimate person was born"

a new sub-clause as follows:—

("(3) Nothing in this Act shall operate to legitimate an illegitimate person whose father or mother has after the birth of the illegitimate person married a third person and has had surviving issue of that marriage before marrying the parent of the illegitimate person.")

Rejected by 53 to 31.

Public House Improvement Bill. On motion by Lord Lamington, read a Second time by 66 to 22 and committed to a Committee of the Whole House.

18th March. Lord Muir Mackenzie introduced—

Bill to consolidate the enactments relating to the Housing of the Working Classes in England and Wales.

Bill to consolidate the enactments relating to the Housing of the Working Classes in Scotland.

Both Bills read a first time.

Criminal Justice Bill. Considered in Committee and amendments made.

Advertisements Regulation Bill. Considered in Committee and amendments made.

Adoption of Children Bill. On motion of the Duke of Atholl, read a Second time and committed to a Committee of the whole House.

House of Commons.

Questions.

LUNACY LAWS.

Mr. SCURR (Stepney) asked the Minister of Health whether, in view of the verdict of the jury in *Harnett* v. *Bond*, he proposes to suspend Dr. Bond from acting as lunacy commissioner pending the decision of the Court of Appeal?

Mr. WHEATLEY: Without entering into a discussion of a case which is still *sub judice*, I would draw attention to the fact that Mr. Justice Lush, in the course of the discussion which took place in Court after the jury had returned their verdict, stated that he agreed that there was no evidence of any dishonesty or *mala fides* on the part of Dr. Bond. In view of this fact, and of Dr. Bond's long and distinguished record of public service, and his eminent position in the scientific world, I see no reason to take such action as is suggested in the hon. Member's question.

WORKMEN'S COMPENSATION.

Mr. HOPE SIMPSON (Taunton) asked the Prime Minister whether he will introduce legislation at an early date to render it compulsory on all employers to insure against liability under the Workmen's Compensation Act, 1923, and so to carry out the recommendation of the Holman Gregory Departmental Committee's Report (Cd. 816)?

THE UNDER SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Rhys Davies): My right hon. Friend has asked me to reply. I am in sympathy with the principle of compulsory insurance in workmen's compensation, and I should be glad if it were possible to give effect to it. Any detailed scheme, however, would require a large amount of time both for preparation and discussion, and I am afraid it is impossible for me, in view of the pressure of the Sessional programme, to give any promise of early legislation.

AWARDS TO INVENTORS.

Mr. REMER (Macclesfield) asked the Prime Minister whether his attention has been called to the delays in settling cases before the Royal Commission on Awards to Inventors; whether he is aware that only five cases have been taken since November last; what is the size of the staff employed by the Government in this Department; whether he is aware that serious inconvenience and hardships are caused to inventors; and whether he will take steps to see that the work of this Department is speeded up?

THE FINANCIAL SECRETARY TO THE TREASURY (Mr. William Graham): The hon. Member is under a misapprehension in thinking that only five cases have been taken since November last. Since that date the Commission has heard and disposed of sixteen cases, the hearing of one alone of which occupied six full days. The staff of the Commission consists of six persons, namely, the secretary, two clerks, two typists and one messenger. Mr. Justice Tomlin, who presides, is unable to spare more time from his judicial functions; and, in view of the importance and technical character of the cases which come before the Commission, and the large sums of public money which are involved, I do not think that any further action can be taken to expedite the work. (12th March.)

WILD BIRDS PROTECTION BILL.

Mr. DARBISHIRE (Westbury) asked the Minister of Agriculture if it is intended at an early date to proceed in this House with the Wild Birds Protection Bill, which passed the House of Lords last autumn, with a view to affording greater preservation to the lapwing?

Mr. HENDERSON: I am in entire sympathy with the suggested Measure, but I am afraid there will be great difficulty in finding Parliamentary time for the Bill this Session, unless the Government can be assured of a substantial measure of agreement.

AIR OPERATIONS, IRAQ.

Lieut.-Colonel MOORE-BRABAZON (Rochester) asked the Under-Secretary of State for Air whether the policy of the late Secretary of State for Air is being continued in Iraq under which bombing raids are strictly prohibited for the purpose of the collection of taxation; and whether, in the interests of the Royal Air Force in Iraq, he will state whether bombing raids for the purposes of taxation have ever been carried out in the past?

Mr. THOMAS: The reply to the first part of the question is in the affirmative. With regard to the second part, I have already informed the House on two occasions that bombing raids have never been carried out for purposes of taxation.

JUVENILE COURTS (MAGISTRATES.)

Mr. BECKER (Richmond) asked the Home Secretary if any special qualifications are required of justices of the peace who preside in Children's Courts; and, as it is at present necessary to be more than 55 years of age to be a justice of the peace for these Courts, will he recommend, as these cases are purely to do with children, that young men and women are appointed in future?

Mr. HENDERSON: In London, under the provisions of the Juvenile Courts (Metropolis) Act, 1920, the Magistrates who preside over the Juvenile Courts are nominated by the Secretary of State, who is required to have regard to their previous experience and their special qualifications for dealing with cases of juvenile offenders. There is no such statutory requirement elsewhere, but, in a circular letter issued in April, 1921, the Home Office recommended that a special rota of Justices should be assigned to Juvenile Courts, which should include men and women who have gained experience of the problems of juvenile delinquency or who are otherwise specially interested in the training of young people. The Home Office has given no countenance whatever to the suggestion that a Magistrate must be middle-aged before he can sit in a Juvenile Court, but it seems to me that considerations of age are less important than qualities of sympathy with, and understanding of, young people.

LUNACY LAWS.

Sir ELLIS HUME-WILLIAMS (Bassetlaw) asked the Home Secretary whether, in view of the fact that the system under which alleged lunatics are apprehended and interned in asylums was not in question in the case of *Harnett* v. *Bond* and will not be affected by any judgment which the Court of Appeal may pronounce upon the facts of that particular case, he will proceed at once with the appointment of a committee to examine the system without waiting until the appeal can be heard?

Mr. GREENWOOD: The suggestion is under consideration, and my right hon. Friend hopes to be able to make an announcement very shortly.

Sir E. HUME-WILLIAMS: Is it a fact that the Government have already determined to appoint a Royal Commission on this very important subject, and, if so, can he give the names of those who have consented to serve?

Mr. GREENWOOD: The Government have promised an inquiry, but have not said in what particular form. The terms of reference are now under consideration.

JUSTICES OF THE PEACE.

Mr. S. ROBERTS (Hereford) asked the Home Secretary whether, when he gave instructions for the Circular dated the 9th February to the Clerks to the Justices, he was aware of the practice of Justices sitting by rota; whether he is aware that such a practice is most satisfactory, as giving individual Justices more interest in their work; and whether his letter was intended to condemn such practice?

Mr. HENDERSON: The Circular referred to dealt with the question of the appointment of a Chairman in Petty Sessional areas only and was not intended to discourage any suitable arrangement, with which it was in no way incompatible, for the attendance of Justices by rota.

WORKMEN'S COMPENSATION.

Mr. CLARKE (Midlothian, &c., Northern) asked the Home Secretary if he is aware that where a workman agrees to go before a medical referee in terms of Section 10, paragraph (1), of the principal Act (1906) he, the workman, is now being charged one-half of the referee's fee (21s.), exclusive of the sheriff clerk dues, this being contrary to the above Section, which provides that charges be met by Parliament; and will he take steps to stop such charges and have such payments refunded to the workman?

Mr. HENDERSON: I understand the hon. Member to refer to cases referred to a medical referee under paragraph (15) of the First Schedule to the Workmen's Compensation Act, 1906. If so, the matter is governed by Section 25 of the amending Act of 1923, which provides that, notwithstanding anything in Section 10 of the Act of 1906, the fees for the services of the medical referee in such cases shall in future be borne by the applicant or applicants for the reference. I have no power under the Act to suspend or modify this provision. (13th March.)

TRIAL BY JURY.

Mr. TURNER-SAMUELS (Barnard Castle) asked the Prime Minister if it is the intention of the present Government, by early legislation, to reproduce the position in regard to the right to trial by jury in civil cases in the High Court and County Court as it was before the War?

THE ATTORNEY-GENERAL (Sir Patrick Hastings): I have been asked to reply. I would refer the hon. Member to the answer which I gave on the 20th February last to the hon. Member for Bodmin. When the Bill comes on for discussion in this House, it will be possible to ascertain the general sense of the House upon the proposals contained in it with reference to trial by jury in civil cases. [See *ante*, p. 423.]

POOR LITIGANTS (LEGAL ASSISTANCE).

Mr. WESTWOOD (Midlothian, &c., Southern) asked the Home Secretary if he has now fully considered the practical proposals, submitted to him at his request, for bringing legal assistance to poor persons in England in line with the provisions in Scotland; and, if so, what action does he propose to take, if any, to provide legal assistance, where so desired, for poor people in England, as is already provided for in Scotland?

Mr. DAVIES: Yes, Sir; and I have been in communication with the Lord Chancellor, who has undertaken, as soon as the Committee now engaged under the chairmanship of Mr. Justice Lawrence in investigating the operation of the Poor Persons Rules has completed its task, to institute a similar inquiry into the position of the poor litigant in Petty Sessional Courts. I should add that in view of the radical differences in the legal systems of the two countries the suggestion that the arrangements in operation in Scotland should simply be extended to England is not practicable. (17th March.)

BILLS OF LADING (UNITED STATES).

Mr. REMER (Macclesfield) asked the President of the Board of Trade whether his attention has been called to the action of the United States Shipping Board in imposing a clause in their bills of lading giving them the right to take their cargo back to America and discharge it at some port in that country, in which event their responsibility would cease; whether he is aware of the inconvenience which would be caused to traders in those cases, in the event of labour troubles here, if they accepted drafts against bills of lading; and whether he will make representations to the United States Shipping Board, and also to other shipowners who are inclined to imitate this example, against these practices?

THE PRESIDENT OF THE BOARD OF TRADE (Mr. Webb): My attention has been called to the terms of a strike clause which, it is stated, has been proposed by the United States Shipping Board for insertion in bills of lading. On the information at present before me, the matter is not one in which the Board of Trade can interfere.

EVICTIONS.

Mr. HUTCHISON (Glasgow, Kelvingrove) asked the Secretary for Scotland if he is aware that Mrs. Jeanie Black, 79, Richard-street, Glasgow, has had an eviction order granted against her for non-payment of rent, notwithstanding that on 17th January, 1924, the sanitary authority of Glasgow certified that the dwelling-house was not reasonably fit for human habitation; that it was situated in an unhealthy area and was included in the Glasgow (Cowcadden, etc.) Improvement Scheme, 1923, Confirmation Order, 1923, made by the Scottish Board of Health under the Housing (Scotland) Acts, 1890 to 1923; and whether he will take steps to protect this woman and other tenants in similar houses from eviction?

Mr. ADAMSON: I am advised that the position is substantially as stated in the question. I understand, however, that defects in the house have been remedied by the landlord so that the tenant no longer has this as a reason for withholding rent, which I am informed is six months in arrears. I have no power in such cases to interfere with the decision of the Courts which doubtless have all the facts of the cases before them.

Mr. BUCHANAN asked the Secretary for Scotland if he is yet in the position to make any statement with regard to the eviction of poor people from their homes in Scotland?

Mr. ADAMSON: I am endeavouring by administrative arrangements to bring about a reduction in the number of cases in which eviction orders are sought and granted. I propose to introduce immediately a Bill to amend the Small Debt (Scotland) Acts, which, if passed into law, will, I believe, also tend to relieve the situation.

LAW OF PROPERTY ACT, 1922.

Mr. BETTERTON (Nottingham, Rushcliffe) asked the Attorney-General whether the Government are considering the introduction of legislation to postpone the coming into operation of the Law of Property Act, 1922; and, if so, whether they have come to any decision in the matter?

The ATTORNEY-GENERAL: Bills for the consolidation of the law consequential upon the passing of the Act of 1922 are under the consideration of a Committee, and it is not yet certain at what date they will be ready for introduction. I am in consultation with my right hon. Friend the Lord Chancellor, and should it be necessary to postpone the operation of the Acts a public announcement will be made to that effect as soon as a decision is arrived at.

COUNTY COURT REGISTRARS.

Mr. WALLHEAD (Merthyr Tydfil) asked the Attorney-General the number of county court registrars who are also practising as solicitors; what is the average annual amount received by such registrars by way of salaries and fees; and what is the average time per week occupied in the carrying out of these duties?

The ATTORNEY-GENERAL: 348 county court registrars practise as solicitors. The average net amount received by them in 1922 was £269, and in the three years 1920-1922 the average net annual amount was £228, but the individual amounts vary greatly. These amounts include all sums received by way of salary or fees, except possession fees, as to which no accurate information exists. It is impossible to state the average amount of time occupied by them in the discharge of their official duties.

LUNACY LAW.

Sir M. MACDONALD (Inverness) asked the Home Secretary whether, in view of the fact that Lord Justice Atkin's Committee on the procedure at the criminal trials of lunatics alleged to be insane was composed solely of the legal profession, and that its Report did not meet the objections put forward in the Report of the Medico-Psychological Association, as regards the retention of the McNaghton Rules and other disputed points, and considering that the two subjects, criminal lunacy and lunacy reform, are intimately allied, he will also refer the question of the criminal trials of lunatics to the Royal Commission now being appointed to consider the subject of lunacy reform?

Mr. HENDERSON: The matter will be considered. (18th March.)

Bills Presented.

Conveyancing (Scotland) Amendment Bill—"to amend the Law of Conveyancing in Scotland": Mr. F. Thomson. [Bill 73.]

Registration of Theatrical Employers (No. 2) Bill—"to provide for the registration of employers of theatrical performers; and for purposes incidental thereto": Mr. Bowerman. [Bill 74.] (13th March.)

Adoption of Children (Scotland) Bill—"to make provision with respect to the adoption of Children in Scotland by suitable persons": The Duchess of Atholl. [Bill 75.] (17th March.)

Bankruptcy Bill—"to amend the Law relating to Bankruptcy," Mr. Arthur Michael Samuel. [Bill 76.] (18th March.)

Bills under Consideration.

12th March. Trade Facilities Bill. Considered in Committee and adjourned.

14th March. Trade Union Act (1913) Amendment Bill. Captain Ainsworth. The object of the Bill is to restrain compulsory levies on members of trade unions for political purposes. Rejected by 210 to 129.

Societies.

The Law Society.

RECEPTION BY TEACHING STAFF.

The annual reception of past and present students of The Law Society's School of Law by the members of the teaching staff was held at the Society's Hall on Thursday, the 13th inst. Among those present were the Master of the Rolls, Dr. Blake Odgers, K.C., Master Chandler, Master W. Valentine Ball, Dr. Nembhard Hibbert, Dr. W. C. Bolland, Dr. Carr, Sir William Beveridge, Sir Wilfred Sugden, M.P., Mr. E. B. Leonard, Mr. Hussey Griffiths, Mr. J. E. G. de Montmorency, Mr. J. J. Wethers; Members of the Council as follows: Mr. R. W. Dibdin (President), Sir Charles H. Morton (Liverpool), Sir A. Copson Peake, LL.D. (Leeds), and Mr. R. B. Welsford, M.A., LL.B. (Chairman of the Legal Education Committee), also Mr. H. E. Jones (Assistant Secretary).

Dr. Jenks (Principal and Director of Studies), in proposing a vote of thanks to the entertainers who had provided the excellent musical programme, and a hearty welcome to the guests, observed that this was the last occasion on which he should have the privilege of appearing there in that capacity, therefore it was with no ordinary feelings he was speaking. It had been his privilege for nearly twenty-one years to do his best, with the help of his colleagues, for the students of the Society, and he hoped and believed that, although far short of what they would have wished, their efforts had not been entirely unappreciated. If, as he thought, the Law School of the Society had become something in the nature of a national institution, there were, no doubt, many causes which had contributed to that happy result. But he thought with the deepest conviction and with some knowledge of a subject to which he had devoted his life, that one of the chief causes had been the cordiality, the goodwill and real friendship which had existed during those twenty-one years, between the students and the teachers.

The Master of the Rolls congratulated Dr. Jenks on having been appointed to a very high and important office, namely, to fill for the first time the chair of law at the London University. Addressing the meeting as "Brother Students in the Law," he said he supposed that no man or woman could ever suggest that they had completed the study of the law, however long they might have been enjoying its associations and the opportunity for advancing their knowledge of it. A long life at the Bar or on the Bench would not complete that study, a long period of studentship, a long practice as a solicitor would not fulfil all the opportunities which were given for the acquiring and appreciating their still further knowledge of the law. Therefore, they were all students engaged in following a path which would lead to higher knowledge and greater experience in what they already knew. He should like to say a word of encouragement to those who were entering on their profession, the great importance of which had been often emphasized and indeed could not be over emphasized. Lord Macaulay rightly said that Britain's greatest Empire was "that of her language, her justice, and her laws." Those who had been in touch with the lawyers of foreign countries must have felt at once a thrill in the great admiration they had, from whatever quarter they came, for the administration and practice of the law in England. It had been copied in far distant countries, it held the field throughout our dominions, it was the example which was the great ideal in the United States, and those who were following the law as a profession, or advancing themselves in the knowledge of it, might be supremely proud. So often was there a depreciatory note in the Englishman that it was well at times to have a bright thought, and in the matter of the law to congratulate himself and point without any misgiving whatever to the fact that he belonged to a great fraternity which was in the forefront of all legal systems throughout the world. If a good illustration was wanted, let them conceive how well our law had stood the test in the course of the war. He had often been struck with the great power which was exercised by the Prize Court, which administered international law, and was concerned with what some of the neutral nations might describe as the very high-handed proceedings of belligerents on the High Seas. It was many years since the Prize Court had sat previously, and when the Prize Court first opened its doors, we were fortunate in having a great judge to preside over it, Sir Samuel Evans, whose name would be handed down to future generations, he believed, much on a par with the great name of Lord Stowell. For Sir Samuel Evans not only re-opened the Court, not only made himself master of the principles which should guide the Court, but also administered the law of that Court in a manner which had proved and indeed, he would say, was almost beyond criticism in the other countries, who, after all, were in a position to feel the weight of his judgments and to become somewhat harsh critics if they would. But throughout the whole of the world war they had had, he thought, to admit for the most part, if not indeed for the whole, that the law which had been administered in that court had been a truly great branch of English law and had maintained the high standard that was anticipated of it. At the present time no note had been struck of opposition to what had been done, but rather there had been a chorus of approval that England had still maintained her great position as a legal nation. If proof was wanted, surely there it was to be found. Therefore, if they were going to follow the great profession of the law, let them have confidence that they were following something which was worth all their aims. And also, he would like to encourage them by telling them that in his belief it was a very certain and sure profession. He thought that most of those who had engaged in it for some time would agree that, although it might be a hard master, yet if it was faithfully followed it gave great rewards to whose who really applied themselves to it. But, of course, it required determination and industry, and in the earliest steps most of all. It might be when clouds seemed darkest, when there seemed but little hope of progress or prosperity, that then industry and perseverance were most demanded. He remembered quite well when he had a long [illegible] great opportunity given him by his master in the law, the pres[illegible] King's Remembrancer and senior master, Sir Thomas Wil[illegible] Chitty. He himself, in his own case, had misgivings as to whet[illegible] the long lane would ever turn. For seven years, he thought, h[illegible] acted as Sir Willes Chitty's devil, and it used to seem as if no c[illegible] would ever come to his chambers. But at last the lane did ha[illegible] an end, and he could not now be too grateful for the opportuni[illegible] he then had of learning the accuracy of legal thought whic[illegible] belonged to that master of precision and accuracy. In this co[illegible] nection he might mention that upon one occasion when he w[illegible] taking a note for Sir Willes Chitty, who was junior to Sir Fra[illegible] Lockwood in a case, it happened that neither Sir Frank no[illegible] Sir Willes was present in court. Mr. Coleridge, who was on th[illegible] other side, was just finishing the examination of a witness whe[illegible] Sir Frank came in and asked him (the speaker) what the witne[illegible] had been saying. He told him that the witness was an undertake[illegible] and that his evidence was not very important. Sir Frank, in hi[illegible] breezy, bright way, began cross-examining with the remark: "Mr. Jones, I understand that you are an undertaker?" "Yes," said the witness, "and it is as good a business as yours." "Yes, yes," replied Sir Frank, "better—far better—so much more certain." He thought it might be said that the law was a very certain profession. For those who would really give, not merely an eight hours' day, but their whole heart and interest to the law, he was quite sure there awaited a success beyond possibly what they might dream of. This would be the reward of those who, by steady industry, prepared themselves for what might be, and what, in his belief, certainly would be their future. The present system had been improved and modified, but it must not be thought that the earlier systems were imperfect in their own generation, or did not serve for the purpose of making justice. If it were so, we should not have the many great names of lawyers to which we could pay a just veneration at the present time. Sometimes people looked back at the old system of pleadings that obtained in the early part of the nineteenth century as if it was a sort of dark age during which the true facts were obscured and justice was ill done. That would be a very serious charge to bring against the memory of so great a lawyer as Baron Park, afterwards Lord Wensleydale, and, for his own part, be believed that each generation was served by the lawyers of the day, who were able to adapt and modify systems of thought. The older systems connoted, as Lord Bowen said, accuracy of legal thought. The plan in those days was carefully to work out whatever the facts were, and then present the problem in the form of a proposition which should be determined. At present such facts were found as could be, and then it was thrown on the courts to find what was the legal remedy. That was not a very perfect system. Whatever the old system might have been, it was designed and did meet the case, perhaps as perfectly and perhaps with greater accuracy than the system of to-day. One might advance one's knowledge of the law by making one's reading as wide as possible. Those who cared to appreciate what the law was in older days would find a great deal of information upon the subject if they would read the biographies of the lawyers of the time, which would tell of the difficulties which arose on the part of those who were endeavouring to reform the law, and also the arguments presented by those who were strongly against reform. And that led him to say that another and happy feature of our law was that it had so many phases which might be enjoyed, not merely by the hard work done in office or chambers, but which could be supplemented in enjoyable fashion by the fireside, or even in the railway train, and when they had equipped themselves as lawyers, in spite of all that might be said against them, they might remember that they, as lawyers, were always welcomed as those who could give counsel and advice. It was appreciated that the lawyer had acquired knowledge and had proved himself a man of stable equilibrium. He might mention that his grandfather was made a King's counsel nearly a hundred years ago, and the tradition that he had left behind him had not yet faded from memory, and he and other great lawyers had left to posterity an example which those of the present age might attempt to follow and which, with industry, he hoped they might attain.

The President proposed a vote of thanks to the Master of the Rolls.

Mr. R. B. Welsford, M.A., LL.B. (Chairman of the Legal Education Committee), in seconding the motion, said that really The Law Society was the pioneer of legal education, having started shortly after its incorporation. It was not till 1886 that the Inns of Court began to take action in the matter.

The Master of the Rolls, in returning thanks, expressed his pleasure that he was closely associated with the Society as the appellate tribunal in connection with solicitors. He did not know whether the Solicitors Act of 1922 was going to give trouble or not. He reminded them that it had fallen to his lot to pilot that measure through the House of Commons. There was a moment when it looked as if it would be lost, and it was only by the persuasion of some of the solicitors in the House it was carried.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at the Law Society's Hall, Chancery Lane, London, on the 12th inst., Mr. R. W. Poole in the chair. The other Directors present were the Rt. Hon. Sir Wm. Bull, Bart, M.P., Sir A. Copson Peake, LL.D., and Messrs. W. F. Cunliffe, E. R. Cook, T. S. Curtis, W. E. Gillett, E. F. Knapp-Fisher, C. G. May, M. A. Tweedie, and A. B. Urmston (Maidstone). £546 was distributed in grants of relief, five new members were admitted, and other general business transacted.

Stock Exchange Prices of certain Trustee Securities

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 3rd April.

	Middle Price. 19th Mar.	Interest Yield.
English Government Securities.		£ s. d.
Consols 2½%	55½	4 10 6
War Loan 5% 1929-47	101½	4 19 0
War Loan 4½% 1925-45	96⅝	4 13 0
War Loan 4% (Tax free) 1929-42	100½xd.	3 19 0
War Loan 3½% 1st March 1928	95⅜	3 13 0
Funding 4% Loan 1960-90	87½	4 11 6
Victory 4% Bonds (available at par for Estate Duty)	92½	4 7 0
Conversion 3½% Loan 1961 or after ..	75¼	4 13 0
Local Loans 3% 1912 or after	64¼	4 13 0
India 5½% 15th January 1932	100	5 10 0
India 4½% 1950-55	85½	5 5 6
India 3½%	63½	5 10 6
India 3%	54½	5 10 6
Colonial Securities.		
British E. Africa 6% 1946-56	110½	5 8 6
Jamaica 4½% 1941-71	92xd.	4 17 6
New South Wales 5% 1932-42	98½	5 2 0
New South Wales 4½% 1935-45	91	4 19 0
Queensland 4½% 1920-25	98½	4 11 6
S. Australia 3½% 1926-36	83¼	4 4 0
Victoria 5% 1932-42	99½xd.	5 0 0
New Zealand 4% 1929	96½	4 3 6
Canada 3% 1938	82½	3 13 0
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63¼	4 15 0
Birmingham 3% on or after 1947 at option of Corpn.	64	4 13 6
Bristol 3½% 1925-65	76	4 12 0
Cardiff 3½% 1935	86	4 1 6
Glasgow 2½% 1925-40	75½	3 7 0
Liverpool 3½% on or after 1942 at option of Corpn.	74xd.	4 14 6
Manchester 3% on or after 1941	64	4 13 6
Newcastle 3½% irredeemable	74	4 15 0
Nottingham 3% irredeemable	64	4 13 6
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	80½	4 7 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	82⅜	4 16 0
Gt. Western Rly. 5% Rent Charge ..	101½	4 18 6
Gt. Western Rly. 5% Preference	98½xd.	5 1 6
L. North Eastern Rly. 4% Debenture ..	81½	4 18 0
L. North Eastern Rly. 4% Guaranteed ..	79	5 1 0
L. North Eastern Rly. 4% 1st Preference	78½	5 2 0
L. Mid. & Scot. Rly. 4% Debenture ..	82	4 17 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	79½xd.	5 0 6
L. Mid. & Scot. Rly. 4% Preference ..	77½	5 3 6
Southern Railway 4% Debenture ..	81	4 18 6
Southern Railway 5% Guaranteed ..	101	4 19 0
Southern Railway 5% Preference ..	98½	5 1 6

Presentation of Freedom of Plymouth to Sir Henry Duke.

Plymouth, says *The Western Morning News* of 15th inst., forged another link in her chain of famous townsmen yesterday when she admitted to the freedom of the borough The Right Hon. Sir Henry Edward Duke, President of the Probate, Divorce and Admiralty Division of the High Court, who is probably the most distinguished of her living sons. It was indeed a happy thought which prompted such a tribute—the finest that the town can give—to one who has climbed the ladder of fame with such eminence. The day was one of those occasions which must send a thrill of pride through the blood of any Plymothian in the realization of the greatness of the town and of those men who have brought her fame throughout the ages.

The ceremony took place in the Guildhall, where, enshrined on the walls, in stone and in glass, are the memories of many of Sir Henry's predecessors to the roll of freemen. The scene was befitting the occasion, and every one of the vast audience which packed the spacious hall was cognizant of the importance of the hour. The Guildhall decorations were simple but effective. Along the front of the platform were ranged choice hot-house plants. On the table above reposed the silver casket into which the certificate was placed, and surmounting the casket was the fully-rigged ship, in silver, of the sixteenth century, the whole effect being one of fine workmanship. Glowing tributes were paid to Sir Henry by those who moved, seconded and supported the resolution, which admitted him to the roll of freemen, the Mayor saying that with the gift would go the love and affection of the people of the great town of Plymouth.

Sir Henry Duke, rising to reply, was given a great ovation, the whole audience standing and cheering. He was very happy in his address: "Mr. Mayor, aldermen, councillors, old friends, old antagonists, friends all." He had anticipated this occasion, he said, with no little trepidation. Any misgivings he had had were more than justified. "I have been listening now for a long time to a public judgment upon a man whom I have known a long time, and I have listened with great concern." During his lifetime he had treasured in a modest way what he had thought was a modest reputation. "To-day it has been drowned out in an ocean of kindness and generosity."

"Nobody knows as I know the measure of my own deserts, as well as the measure of my own demerits. You have extended the one and minimized the other, and I stand here this morning in as proud a position as any man could occupy in the great places of the world. You have referred to the status of this great municipality." As he came on his way that morning he recalled a time which he thought summed up a great deal of Plymouth's history. It was the time 300 years ago when men and women sacrificed their all for English liberty, and carried themselves and their threatened freedom to a new world and a new life, and became the pioneers of civilization in a new civilization. Let them reflect on that. There were two things which must have impressed those pioneers when they called at Plymouth. Engraven deep in the limestone of Plymouth Hoe was the commemoration of the first fight that was fought in Britain within historic or traditional knowledge. It led to the establishment of the British Monarchy. "You will find it described as the battle of the giants with the Trojans, as they called them, on the Hoe in a work not more than 320 or 330 years old." The memory of it had been blotted out because in a later time Charles II planted there one of the most remarkable existing fortresses, the Citadel. That old fight was probably older than

anything else in the land except perhaps the everlasting hills. The other thing which those old pioneers could not fail to have seen was the conduit at the head of the old town to which Sir Francis Drake brought the water. It was their very means of life.

"No apology is needed," continued Sir Henry, "for pride in the historic past of Plymouth." As he came down that morning he marvelled at the growth of the municipality. They now had something like 200,000 or 250,000 souls within its ambit. "Plymouth, I am proud to think, has always been a poor and struggling town. It has struggled on with the difficulty of its situation, not always helped by being a fortified harbour, not always helped by being one of the keys of the realm, but holding its own, and holding its own because in all the years of its history there has never failed to be the supply of men who were ready for the ideal of service through the consciousness of duty to do service. We all know their names."

Remarking that he did not intend to make a panegyric on Plymouth, Sir Henry recalled that to-morrow was the third Saturday in March, and it was on the third Saturday in March, 1873, that he set out to make his own way in the world. If there were any of them who thought it was a long time he assured them it was not. He knew how short a time it was, and how little they could do if they devoted themselves to duty. But if they looked back upon it, well, at any rate, the hours, the days, the months, and years spent in labour, if it was of the right kind and purpose, never failed to bring satisfaction, whether they brought failure or success. "And the hours, and even months and years, spent in duty and in public service prove to me that if there is real solace in life, service is probably that solace."

He recalled an instance of twenty years ago, when "upon some ground of arithmetic I ceased to be member for Plymouth." Outside in the Guildhall Square was the finest mass meeting of people he ever saw, and they knew that his candidature on that occasion was not successful. He had never had a better meeting; they were his opponents, but he never had more courteous attention. He recalled that at Exeter in the old days, at any rate, they fought their political battles with zeal, and he took his part. He undertook, not by any solicitation of his, a new public task, and he came to be re-elected, because acceptance of office under the Crown vacated his seat, and not merely from his old political friends, his old personal friends, and from his organized political opponents, from the organizations of Liberalism, and the organizations of Labour, there came a body of nominations which preceded his unopposed return.

"Those are the sort of things you cannot forget. They are like this occasion; they are unforgettable. You make me a gift of the noblest in your presentation to me of the freedom of this borough. It opens a new chapter in my life, because a man who has spent many years in public activities has many critics and censors. Well, my answer to them all from henceforward is your certificate of the freedom of your borough."

That was the noblest gift they could confer, but they had conferred upon him another splendid gift. He always felt as though his ship had come home. The Mayor had hoped he would treasure the gift, and that those who came after him would treasure it. He could speak for them—his daughter and his son there—and if it had been possible a little grandson would have been present also, but he was too far away across the sea. He recalled to himself many an oldish man whom he had known, and, alluding to their custom of keeping pictures or models of a ship, he said his day of leisure had not yet arrived, and he had no ambition to find it, but some time when it came some of the younger amongst them would step along and draw attention to the noble vessel which would have its place of honour in his home, and he would reply in some such words as these:—

"Yes, a very fine ship. H.M.S. Royal Plymouth. I served in that ship as a boy; I was commissioned in her as a man; and I am borne on her books now."

Marine Insurance.

THE PHRASE "BRITISH NORTH AMERICA."

It seems curious, says *The Times* (19th inst.), that in the wording of a new warranty there should be the smallest room for doubt, but the new British North American warranty for attachment to hull policies, which is now issued by the Institute of London Underwriters, contains just the slightest suspicion of uncertainty. The clause reads as follows:—

"Warranted not to enter or sail from any port or place in British North America on the Atlantic Coast, its rivers or adjacent islands, except the ports of Halifax, Louisburg and Sydney for bunkering purposes only, or to enter or sail from any port or place north of 50 deg. lat. on the Pacific Coast of America, its rivers or adjacent islands." The phrase "adjacent islands" obviously is intended to include not merely islands adjacent to, and part of, British North America as a political entity, but all islands adjacent to British North America as a region, whatever their nationality. The French islands off the coast of Newfoundland have, hitherto, for insurance purposes, been included in the phrase "British North America," and their inclusion is well understood in shipping and insurance circles. It would seem, however, that opportunity might well have been taken of the new warranty to mention specifically "islands of whatever nationality," especially as the desire to bring these islands definitely and formally within the scope of the warranty may be presumed to have been one of the motives prompting the preparation of the new wording.

Happily there is complete simplicity in the new warranty excluding sailings to and from ports bordering on the Arctic region which merely reads "Warranted not to enter waters north of 70 deg. N. lat."

Companies.

Britannic Assurance Company.

The fifty-eighth ordinary general meeting of the shareholders of the Britannic Assurance Company, Limited, was held on Friday, 29th February, at the chief offices, Broad-street Corner, Birmingham.

Mr. J. A. Jefferson (chairman) presided.

The directors present were Messrs. S. J. Port, J. Murray Laing (secretary), A. M. Patrick and W. Roscoe, with Mr. Thompson (Flint and Thompson, auditors), Mr. F. A. Powell (assistant secretary and accountant), and a large attendance of shareholders.

THE ACCOUNTS.

The Chairman, moving the adoption of the report, after referring to the death of the late chairman, Mr. J. A. Patrick, said: Turning now to the accounts, you will see that our total gross income from all sources amounts to £2,987,997—an increase over the previous year of £201,051. The total outgo amounts to £1,974,902, leaving a balance in the year's accounts of well over one million pounds, and it is, indeed, with pride that on this, the first occasion I am called upon to take the chair at this meeting, I am able to report, for the first time in the history of the company, we have, in one year's operations, been able to save over one million pounds—another milestone in our forward march. You can imagine the interest with which I examined our accounts to find when the company was able to report its first million of funds, and I find it was in December, 1903. You will see, therefore, that in one year (1923) we have saved as much as was accumulated in the first thirty-seven years of the company's existence. This feature, I am sure, must be as gratifying to the shareholders as it is to myself, since it affords great promise for the future prosperity of the Britannic. The total funds, you will note, now practically amount to 8¼ million pounds—a truly imposing figure, and one that I hope to see go forward in leaps and bounds.

THE NEW INDUSTRIAL ASSURANCE ACT.

On previous occasions I have referred to the inquiry into the conduct of industrial assurance by Lord Parmoor's Committee, and I am pleased to say that during the past year an Act was placed on the Statute book governing the activities of industrial assurance companies and societies. Allow me here and now to say that I welcome the new Act, and believe it will have an uplifting influence on the business as a whole, which cannot but be beneficial to all concerned. I am also convinced that the great publicity given to the work we have for so many years been doing will remove to some extent the ignorance of the ordinary public on what is largely a technical subject, and which, heretofore, has made the business of industrial assurance one of the most vulnerable for ill-informed and prejudiced attack. One result of passing this Act has been to make us look even more closely into the whole of our administration, and in so doing we have been able so to reorganize as to make further economies in administration possible—the beneficial effect of which is shown in the accounts now before you, and will, I hope, continue to be shown in the future. In view of the great importance of the new legislation, I may say that we have done all in our power to ensure that every member of the staff is conversant with the provisions of the Act, and it is the earnest desire of the directors that the business of this company shall be conducted in such a manner as will redound to the credit of everyone concerned. As a company we have always done our utmost to carry on an honourable business in an honourable manner.

INCREASE IN ORDINARY BRANCH PREMIUMS.

In the revenue account of the ordinary branch you will notice that our premium income amounted to £614,228—an increase of £61,746 over the previous year—an increase, I submit, of which

we can be justly proud, and which has only once been exceeded—viz., in the boom year of 1920. When we consider that in 1923, as compared with 1920, our claims by death were £18,000 more, and claims by maturity some £20,000 greater, and bear in mind the premium income cancelled by these increased claims, then we can, I think, be well satisfied with the progress made, especially in view of the times through which we have been passing, as compared with the abundant, and, I am afraid, fictitious prosperity of 1920.

Our total funds in this branch, you will note, now amount to the substantial figure of approximately three and a half million pounds—showing an increase over the previous year of more than £392,000. Finally, I would like to thank all those representatives who helped us to reach the excellent figure of £1,901,802 in new sums assured in this branch last year. We have not yet reached our two million mark, and we are not satisfied that we are obtaining our fair share of this class of business, but I am convinced that, given reasonable conditions throughout the present year, it will not be necessary again to refer to the two million mark as our aim, but rather to look hopefully to the two and a half million mark.

INDUSTRIAL BRANCH FIGURES.

Referring to the revenue account of the industrial branch, you will notice that our premium income amounted to £1,932,036—an increase over the previous year of £81,469—and this, although a considerably larger increase than we were able to report last year, still shows the effect of the state of trade for the period under review.

THE BALANCE SHEET.

Our investment reserve fund remains at £200,000, and I am pleased to be able again to report that, after a careful survey of our securities forming the assets side of the balance-sheet, the directors are satisfied that this fund is sufficient. Mortgages on property have increased by approximately £65,000, and this is mainly accounted for by our house purchase department, which, I am pleased to say, is still doing good work. A feature of this department is the way in which our borrowers anticipate the date for repayment of their advances, and during the year no fewer than 283 mortgages, amounting to £106,235, were repaid—fifteen by reason of the maturity of the endowment assurance policy and eight by reason of the fact that death overtook our mortgagors—the policy moneys cancelling the mortgage, and in these latter cases we have the satisfaction of knowing that the widow was left a house free from encumbrance.

Two interesting items appear in the accounts for the first time—namely, deposit with the High Court under the new Industrial Assurance Act, 1923, and deposit with the Irish Free State. The latter deposit has arisen on account of the Irish Free State adopting the 1909 Insurance Act, and there is a Committee at present sitting in Dublin considering the whole question.

The report and accounts were unanimously adopted, and Mr. J. A. Jefferson and Mr. W. Roscoe were re-elected directors. The auditors, Messrs. Flint and Thompson, were also re-elected. Votes of thanks were accorded to the directors, the general manager and secretary, and the inside and outside staffs for their efficient services during the year.

The meeting concluded with a vote of thanks to the chairman for presiding.

Equity and Law Life Assurance Society.

At the annual General Meeting of the Society held on the 18th inst., at 18, Lincoln's Inn Fields, London, it was stated:—

The New Assurances amounted to £1,221,087 under 473 policies, of which £980,087 has been retained by the Society.

The Gross New Premiums amounted to £54,372.

The amount of the total Assurances in force at the end of the year was £13,417,609.

The profit on Reversions fallen in during the year amounted to £22,048.

Excluding reversions, outstanding premiums and interest and cash at bank, the funds were invested at the end of the year to produce £5 2s. 6d. per cent.

The Claims by death under 181 policies assuring 113 lives amounted to £334,953 and 191 Endowment Assurances amounting to £128,081 matured. The mortality has been favourable.

The total funds amounted at the end of the year to £5,578,758.

The expenses of management and commission amounted to £13 17s. 6d. per cent. of the premium income.

Law Students' Journal.

Law Students Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 18th inst. (Chairman, Mr. V. R. Aronson), a joint debate was held with the Chartered Secretaries Students' Society (London); the subject for discussion was "That the present system of Press ownership calls for legislative reform."

Mr. P. S. Pitt, L.S.D.S., opened in the affirmative; Mr. Marker, C.S.S.S., opened in the negative. The following members also spoke: Messrs. W. S. Jones, Raymond Oliver, John F. Chadwick, L. Scrutton, R. D. C. Graham, I. J. Bisgood, M. C. Batten, J. J. Davies, Mr. Costello, Miss Petersen, Mr. Gupel, and J. W. Morris. The opener having replied, the motion was carried by one vote. There were seventeen members, and twenty-eight visitors present.

Obituary.

Mr. Alfred Syrett.

We regret to announce that Mr. Aldred Syrett, Senior Partner in the firm of Syrett & Sons, 115, Moorgate, E.C., died suddenly of heart failure at Sydenham, on the 19th inst.

Mr. Syrett had been ill for some years, but had seemed to make a remarkable recovery, and was at work in his office a few days prior to his death.

He was admitted a solicitor in 1881, having been articled to Mr. William Leech, the surviving partner of the old-established firm of Johnston, Farquhar & Leech, of 65, Moorgate Street, E.C. In his earlier days Mr. Syrett was associated for his firm with the legal work of the Great Northern Railway Company, the Union Bank of London, the Crystal Palace Company, the Northern Assurance Company, and many other large commercial undertakings.

On the death of Mr. Leech, Mr. Syrett took over his practice, and for some time carried on the same under the old style, until he was joined by his sons.

He was a J.P. for the County of London, and took an active part in the magisterial work at the Shoreditch and Blackheath Sessions.

Mr. Syrett, for a time, occupied the position of Churchwarden of St. Stephen's, Coleman Street, E.C.

Mr. William Paley Baildon.

A correspondent of *The Times* writes: Mr. William Paley Baildon, of Lincoln's Inn, the Chancery barrister and draftsman and eminent antiquary, died at his house in Westbourne Park late on Friday. Mr. Baildon was called to the Bar in 1885. His work was on the Chancery side and in conveyancing, in which branch he was a minute and skilled practitioner. He would have attained further eminence in his profession if he had not devoted unlimited time, unceasing energy, and the most talented powers of research to his main study of antiquarian matters, in which he held a very high position. Mr. Baildon was elected a Fellow of the Society of Antiquaries in 1892, had served on the Council, had been for many years a member of the Library Committee of that body, and was a vice-president at the time of his death. He was until quite recently a constant and an active attendant at the meetings of the society. Mr. Baildon was a valued member of the Selden Society, to which body he had rendered important service. He had been engaged in writing a valuable history of Baildon, in Yorkshire, which work was suspended in the war. It would take a large space to chronicle Mr. Baildon's invaluable contributions to historical literature, and his services to Lincoln's Inn merit a separate notice. He had rendered his Inn much service as an editor and otherwise. Mr. Baildon will also be well remembered in the E Company of the old I.C.R.V. His social merits, his kindly nature, his pleasant character, coupled with a witty tongue, and his constant willingness to assist his co-workers will be long remembered; and his place cannot be filled.

Mr. Richard Parry.

Mr. Richard Parry, late Principal of the College of Estate Management, died, says *The Times*, at Hythe, on Saturday, not long after his fifty-eighth birthday. The son of A. W. Parry, for some time Borough Engineer of Reading, he was born at Bradford on 5th March, 1866. After serving as a surveyor in various estate offices, Mr. Parry decided, in 1891, to practise on his own account in Westminster. Something like an accident determined the whole of his future career. Having himself a remarkable proficiency in passing all sorts of professional and similar examinations, he was induced to take as pupils two or three students for the certificates of the various institutions. Their successes attracted ever-increasing numbers of young men to Mr. Parry's office, and in two or three years he had found it necessary to form a staff of specialists to assist him. The "coaching" firm of Parry, Blake and Parry, which he founded, was highly successful in the competition for the special prizes, as well as for the ordinary examinations in surveying and auctioneering, and a year or two before the war it had prepared over 6,000 students. Its successes continued, but when the College of Estate Management was established in 1919 in the Auctioneers' and Estate Agents' Institute, the firm, then under the style of Parry, Adkin, and Parry, was taken over with its staff of 270 students, and Mr. Parry became the first Principal of the college.

Parry's great tutorial ability and his kindly though keenly discriminative temperament continued to serve him in his new position, and he will be remembered with affection by that very large number of men now practising as surveyors or auctioneers to whom his help was invaluable in their student days. He carried out many geological surveys in different countries, chiefly for the lignite industry, and was also often employed as an arbitrator, and was busy in general engineering practice. His qualifications included B.Sc. Lond., the Fellowship of both the Surveyors' Institution and the Auctioneers' and Estate Agents' Institute, and associate membership of the Institution of Civil Engineers. He was also called to the Bar by the Middle Temple. His recreation was golf, and he was twice captain of the Hythe Golf Club and also captain of the Chartered Surveyors' Golfing Society. He married Ada Emily, daughter of W. G. Rivers, proprietor of the *Reading Observer*, and had family.

Sir W. L. Selfe.

We regret to record that Sir William Lucius Selfe, formerly judge of county courts and a great authority on county court practice, died on Wednesday at his residence in Connaught-square at the age of seventy-eight.

The son of Mr. Henry Selfe Selfe, Metropolitan Police magistrate, he was, says *The Times*, on his mother's side a first cousin of the Warden of New College and a nephew of Mrs. Tait, wife of Archbishop Tait. Born in London on 11th June, 1845, he was sent to Rugby and obtained a classical scholarship at Corpus Christi College, Oxford. After taking first classes in the classical schools, he was called to the Bar by the Inner Temple in 1870 and practised as a conveyancer and equity draftsman. He was engaged in the preparation of Statute Law Revision Bills, and was assistant editor of the revised edition of the Statutes (1870-8) and editor of the "Chronological Table and Index to the Statutes" (1877-82). For a few months in 1880 he was principal secretary to the Lord Chancellor (Lord Cairns), and in November, 1882, he was appointed County Court Judge of the Monmouthshire and Cardiff Circuit. In February, 1884, he was transferred to the East Kent Circuit and in 1905 to the Marylebone and West London Circuit, where he served till his retirement in 1919. He was knighted in 1897. From 1893 to 1905 he was chairman of the East Kent Quarter Sessions.

Sir William's experience as a county court judge thus extended over thirty-seven years, but he will be best remembered for his work on the county Courts Rules Committee, of which he was a member for twenty-five years. His knowledge of county court practice was extraordinary, and almost every one of the existing rules was drawn up by his hand. Soon after he retired Lord Muir-Mackenzie took the opportunity of a debate on the County Courts Bill in the Lords to pay a striking tribute to his services. In 1876 Sir William married Ellen, daughter of Henry S. Bicknell.

Legal News.

Death.

SYRETT.—On 19th inst., suddenly, of heart failure, at Sydenham, ALFRED SYRETT, J.P., the beloved husband of Florence Syrett, of Oaklands, Sydenham, and 115, Moorgate, E.C. (45, Finsbury-pavement), Solicitor, aged 73 years. Funeral service at St. Bartholomew's Church, West Hill, Sydenham, on Monday, 24th inst., at 12 o'clock. Interment at Putney Vale Cemetery, at 1.15. Flowers to Oaklands, Border-road, Sydenham.

Information Required.

MARRIAGE SETTLEMENT.—Mr. E. F. Gales, of Bradford, Yorks, and Miss Jane R. Shephard, daughter of W. H. Shephard, late of Bradford, married in 1889. Original or a copy of the above is required and a reward of £1 offered for same.—Warren and Warren, 14, Bedford-row, W.C.1.

Appointments.

The First Lord of the Admiralty has appointed Mr. C. M. PITMAN, barrister-at-law, to be Judge Advocate of the Fleet, in the vacancy created by the death of Sir Reginald Ackland, K.C. Mr. Pitman acted as assistant to the Judge Advocate of the Fleet during the latter part of the war, and has since carried out the duties of the office on various occasions during the temporary absences of the Judge Advocate.

General.

Sir Martin Conway, M.P., will deliver his Presidential Address to the Social and Political Education League on Tuesday, April 8th, at 8.30, at University College, Gower-street. Tickets may be obtained from Mr. Gerald S. Tetley, 5 New-square, Lincoln's Inn, W.C.

Dr. Buckland, Regius Professor of Civil Law at Cambridge, having been invited by the Faculty of Law of Harvard University to give a course of lectures at Harvard extending over the Lent and Easter terms of 1925, leave of absence has been granted to him to enable him to accept the invitation.

Mr. Graham Campbell, at Bow-street Police Court on Monday, mentioned that he was constantly hearing from motorists summoned before him that they were not aware that there was a speed limit still in force. Not only was there a speed limit of twenty miles an hour in the parks, but the same limits still applied all over the country, and it was important that motorists should be made aware of the fact.

Before Alderman Sir Charles Wakefield, at the Guildhall, on 7th inst., the New British Advertisement Carrying Company, Limited, Kimberley House, Holborn-viaduct, was summoned under the Companies (Particulars as to Directors) Act, 1917, for issuing a business letter on which the name of the company appeared, but on which there were not mentioned the Christian names or the initials thereof and the surnames of all the directors of the company. A plea of "Guilty" was entered by Mr. E. M. Levy, who said there were only three directors of this company, all very young men, who were under the impression that this particular law only applied to partnerships. They even consulted a solicitor on the matter, and he appeared to have been under the same misapprehension. The Alderman said the letter was an appeal to the public to subscribe for shares in the company. The company would be fined 40s., and must pay two guineas costs.

To judge from the number of inquiries I receive, Section 4 of the Workmen's Compensation Act, 1923, is still causing unnecessary worry. Section 4 (2) reads as follows:—

Where the maximum weekly payment payable under the principal Act, as amended by the foregoing sub-section, to a workman who is totally incapacitated is less than 25s., the workman shall be entitled during such incapacity to a weekly addition equal to one-half of the difference between such maximum weekly payment and the sum of 25s. or his average weekly earnings, whichever is the less, and such addition shall, for all the purposes of the principal Act, be treated as if it were part of the weekly payment.

Since the Act was first published I have used the following formula. The weekly payment, as accident compensation for total incapacity, varies according to the weekly wages of the workman as below:—

Wages.	Compensation.
50s. or more	Half the wages
Between 50s. and 25s.	One-quarter the wages *plus* 12s. 6d.
25s. or less	Three-quarter the wages

N.B.—Maximum payment 30s.—Dr. D. A. Colles, medical officer to the Gas Light and Coke Company, chairman Medical Committee Industrial Welfare Society (in a letter to the *Times*, 18th inst.).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday March 24	Mr. Ritchie	Mr. More	Mr. Jolly	Mr. More
Tuesday 25	Synge	Jolly	More	Jolly
Wednesday.... 26	Hicks Beach	Ritchie	Jolly	More
Thursday 27	Bloxam	Synge	More	Jolly
Friday..... 28	More	Hicks Beach	Jolly	More
Saturday..... 29	Jolly	Bloxam	More	Jolly

Date.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday March 24	Mr. Hicks Beach	Mr. Bloxam	Mr. Synge	Mr. Ritchie
Tuesday 25	Bloxam	Hicks Beach	Ritchie	Synge
Wednesday.... 26	Hicks Beach	Bloxam	Synge	Ritchie
Thursday 27	Bloxam	Hicks Beach	Ritchie	Synge
Friday..... 28	Hicks Beach	Bloxam	Synge	Ritchie
Saturday..... 29	Bloxam	Hicks Beach	Ritchie	Synge

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, March 14.

The Durbar Trust Ltd. March 31. G. H. Fookes, 10a, Union-court, Old Broad-st., E.C.2.

Manvella Products Ltd. April 18. Arthur B. Watts, 9, Park-place, Cardiff.

Thomas Mann Ltd. March 29. Mr. James H. Haley, 29, Tyrrel-st., Bradford.

The Riddle Confectionery Co. Ltd. April 5. Thomas H. Talley, 9, Chapel-st., Preston.

American Cotton Oil Co. Ltd. April 30. John Aimé Rossy, 5, London-wall Buildings, E.C.2.

London Gazette.—TUESDAY, March 18.

Calder Engineering Co. Ltd. April 12. John W. Brown, Lloyds-chmbrs., Colne.

Cowan Bros. & Benjamin Ltd. April 14. Leslie C. Stewart, 78-79, Avenue-chmbrs., Southampton-row, W.C.1.

J. & J. Hopkinson Ltd. March 31. Charles J. G. Palmour, 49, Frederick's-place, Old Jewry, E.C.2.

Kensington Maisonettes Ltd. April 25. James H. Dickinson, 83, Pall Mall.

Railway & Works Co. Ltd. April 14. Sydney J. White, 27, Old Jewry, E.C.2.

F. W. Garrett Ltd. April 18. Seth W. Swale, Stevington House, Brookside, Chesterfield.

The General Seating Co. Ltd. April 1. Albert E. Tilley, 8, Staple Inn, W.C.1.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, March 11.

Bankhill Picture House Ltd.
Pentone Knitting Co. Ltd.
Alspa Ltd.
Thos. W. Bayliss Ltd.
Anglo-Celtic Investment Trust Ltd.
The George Hotel (Glastonbury) Ltd.
Cooper's Alderney Dairy Ltd.
Drayton House Hotel Ltd.
Kimble & Co. Ltd.
Bullock & Son Ltd.
The Sutton Investment Co. Ltd.
The Towcester Boot Manufacturers Ltd.
Morris Russell (Scotland) Ltd.
Anglo South African Musical Productions Ltd.
The Midget Lamp Co. Ltd.
North African Mining Co. Ltd.
The City of London Discount Corporation Ltd.
Democrat (1923) Ltd.
The Kilburn Coffee Tavern Co. Ltd.
J. R. Pitcher & Son Ltd.
Navarino Corporation Ltd.
John Henry Bloomfield Ltd.
H. Stutchbury & Co. Ltd.
Morgan & Hoadly Ltd.
The Obi Colwyn Ice Co. Ltd.
The Coliseum Stores Ltd.
Messrs. J. S. Job & Son Ltd.
Facilities Corporation Ltd.
The New Merlin Cycle Co. Ltd.
The St. Annes Printing Co. Ltd.
Harthy & Co. (Shipley) Ltd.
The Lux Motor Co. Ltd.
Anglesey Central Co-operative Society Ltd.

London Gazette.—FRIDAY, March 14.

Modin & Co. Ltd.
Prestea Railways Ltd.
The Holmes Farm Colliery Co. Ltd.
Miller & Gill Ltd.
Westmorland Farm Products Ltd.
Taylor Brothers (Wood Street) Ltd.
Horley's Ltd.
R. A. Murton Ltd.
Frank Zeitlin Ltd.
Insurance Consolidations Ltd.
Markwell Holmes & Co. Ltd.
Windmill Lane Nursery Co. Ltd.
Cowan Bros. & Benjamin Ltd.
Marvella Products Ltd.
New Welding Co. Ltd.
Park Theatres Ltd.
Herbert Kennedy & Co. Ltd.
East Somerset Agricultural Power Co. Ltd.
Crucible Steels Ltd.
Feldmuehle Embroidery Co. Ltd.

London Gazette.—TUESDAY, March 18.

British Columbia Canning Co. Ltd.
The Kensington Maisonettes Ltd.
A. D. Chester & Co. Ltd.
Storr Ltd.
The Old Colwyn Picture House Ltd.
Ideal Home Leather Co. Ltd.
Herbert Coopland Ltd.
Sheldon & Blake Ltd.
Showell Plant & Co. Ltd.
The Electric Home Cleaning Service Co. Ltd.
Zimmer Ltd.
The Garden Suburb Supply Association Ltd.
Ballanett Syndicate Ltd.
Labrador Prospectors Ltd.
National Mutual Creditors Association Ltd.
The Denaby Shipping & Commercial Co. Ltd.
Phœnix Patent Fuel Ltd.
Anglo-Sicilian Steamship Co. Ltd.
F. D. Nawell & Co. Ltd.
W. J. N. Smith Ltd.
McDowell's Commercial Films Ltd.
Madame Hawke Ltd.
Rowstrake Estate Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, March 14.

Armitage, Walter T., Birmingham. Hardware Dealer. Birmingham. Pet. March 10. Ord. March 10.

Atkinson, John, Sandal, Wakefield. Plumbers' Foreman. Wakefield. Pet. March. 10. Ord. March 10.

Atwell, Arthr J., Cardiff, Dairyman. Bristol. Pet. Feb. 22. Ord. March 10.

Avey, Samson, Hounslow, Builder. Brentford. Pet. March 10. Ord. March 10.

Bamforth, Leonard, and Bamforth, Vincent, Manchester, Agents and Merchants. Manchester. Pet. March 12. Ord. March 12.

Bartram, William H., Askham Richard, Yorks, Farmer. York. Pet. March 10. Ord. March 10.

Bellamy, Ambrose A., New Whittington, Chesterfield, Grocer. Chesterfield. Pet. March 12. Ord. March 12.

Blackbourn, Frederick, Great Grimsby, Fish Carter. Great Grimsby. Pet. March 11. Ord. March 11.

Blyth, Charles W., Withernsea, Yorks, Caterer. Kingston-upon-Hull. Pet. March 11. Ord. March 11.

Brown, George, Goxhill Marsh, Lincs, Smallholder. Great Grimsby. Pet. March 11. Ord. March 11.

Brown, Lieut.-Col. James H., Palace-et., W.2, Banker. High Court. Pet. Nov. 9. Ord. March 11.

Buller, Walter E., Colwyn Bay, Partner in a Cinema. Bangor. Pet. March 11. Ord. March 11.

Cadett, T. T. E., Ashtead, Surrey. High Court. Pet. Feb. 21. Ord. March 11.

Charles, Thomas W., Roch, Pembroke, Grocer. Haverfordwest. Pet. March 10. Ord. March 10.

Chilvers, David J. S., Attleborough, Norfolk, Fishmonger. Norwich. Pet. March 10. Ord. March 10.

Clarkson, Edith M., Scarborough, Ladies' Outfitter. Scarborough. Pet. March 10. Ord. March 10.

Coates, Thomas, Blyth, China Dealer. Newcastle-upon-Tyne. Pet. March 11. Ord. March 11.

Crook, Albert E., Birmingham, Hollow-ware Manufacturer. Birmingham. Pet. March 12. Ord. March 12.

Edwards, Frederick J., Hampstead. High Court. Pet. Jan. 30. Ord. March 11.

Fitzpatrick, Thomas H., Burnley, Grocer. Burnley. Pet. March 12. Ord. March 12.

Ford, Richard B., Hereford, Fruit Merchant. Hereford. Pet. Feb. 20. Ord. March 10

Globenfeld, David, Whitechapel. High Court. Pet. Feb. 14. Ord. March 12.

Godley, Dan, Whitwell, Derby, Tailor. Sheffield. Pet. March 10. Ord. March 10.

Gosling, Elizabeth M. A., and Gosling, Gaston H., Maddox-st., Ladies' Tailors. High Court. Pet. Feb. 9. Ord. March 12.

Guthrie, James A., St. James'-st., S.W. High Court. Pet. Feb. 15. Ord. March 12.

Halmshaw, William, Scarborough, Chemist. High Court. Pet. Feb. 15. Ord. March 12.

Harris, Elijah L., Swansea, Electrician. Swansea. Pet. March 11. Ord. March 11.

Hatfield, George A. T., Stratford, Boot Dealer. High Court. Pet. March 10. Ord. March 10.

Hatton, John C., Harrogate, Dyer and Cleaner. Harrogate. Pet. March 12. Ord. March 12.

Hill, John W., Hereford, Motor Engineer. Hereford. Pet. March 8. Ord. March 8.

Hobbs, William H., North Shields, Builder. Newcastle-upon-Tyne. Pet. March 8. Ord. March 8.

Hudson, John H., and Blackburn, Walter, Barrow-in-Furness, Upholsterers. Barrow-in-Furness. Pet. March 10. Ord. March 10.

Hunter, George H., Kingston-upon-Hull, Fruiterer. Kingston-upon-Hull. Pet. March 11. Ord. March 11.

Jenkins and Sheppard, Mountain Ash, Grocers. Aberdare. Pet. Feb. 29. Ord. March 11.

Johnson, William F., High Wycombe. Aylesbury. Pet. March 10. Ord. March 10.

Ketteringham, Alfred, Sprowston, Norwich, Bookmaker. Norwich. Pet. Feb. 21. Ord. March 10.

Lane, Tracey T., Hereford, Gents' Outfitter. Hereford. Pet. March 12. Ord. March 12.

Linwood, Herbert, Wawne, Yorks, Farmer. Kingston-upon-Hull. Pet. March 12. Ord. March 12.

Love, Charles L., Willenhall, Plumber. Wolverhampton. Pet. March 11. Ord. March 11.

Ludlow, Percy E., Birmingham. Birmingham. Pet. Feb. 19. Ord. March 10.

Macdonald, Eric A. G., Gresham-st., E.C. High Court. Pet. Jan. 15. Ord. March 12.

Marchant, Frederick, Warwick-st., Victoria. High Court. Pet. Feb. 12. Ord. March 12.

Martin, William R., Redditch, Boot Repairer. Birmingham. Pet. March 11. Ord. March 11.

MAY, JAMES J., Devonport, Meat Purveyor. Plymouth. Pet. March 12. Ord. March 12.
MILTON, R. D., Duke-st., St. James. High Court. Pet. Dec. 11. Ord. March 12.
MORGAN, THOMAS G., Abertillery, Mon., Innkeeper. Tredegar. Pet. March 11. Ord. March 11.
OLIVER, REGINALD, Northampton, Confectioner. Northampton. Pet. March 10. Ord. March 10.
PAGE, ALBERT E., Loamington, Farmer. Warwick. Pet. Feb. 23. Ord. March 10.
RAINS, STEPHEN, Ible, near Wirksworth, Farmer. Derby. Pet. March 11. Ord. March 11.
REEVES, PHILIP, Hunter-st., Organ Builder. High Court. Pet. Feb. 15. Ord. March 10.
ROSIER, FERDINAND J., Bourne, Clothier. Peterborough. Pet. March 12. Ord. March 12.
SCHNEIDER, JACOB, Bethnal Green, Cabinet Manufacturer. High Court. Pet. Feb. 11. Ord. March 10.
SILVERMAN, LEONARD S., Birmingham, Diamond Merchant. High Court. Pet. Jan. 11. Ord. March 6.
SMITH, WILLIAM H., Waterloo, Lancs, Boot Repairer. Liverpool. Pet. March 10. Ord. March 10.
SOMPER, DEBORAH, Westcliff-on-Sea, Ladies' Outfitter. Chelmsford. Pet. Feb. 18. Ord. March 10.
STOCKS, SAMUEL W., Sheffield, Razor Strop Manufacturer. Sheffield. Pet. March 11. Ord. March 11.
TAYLOR, ALBERT V., Leicester, Motor Agent. Leicester. Pet. March 12. Ord. March 12.
THOMPSON, CHARLES, Rotherham, Butcher. Sheffield. Pet. March 10. Ord. March 10.
TOBE, WILLIAM, Ashton-under-Lyne, Saw Repairer. Ashton-under-Lyne. Pet. March 10. Ord. March 10.
TUCKER, MARY A., Barnstaple. Barnstaple. Pet. Feb. 22. Ord. March 11.
UNDERWOOD, DAVID D., Maryport, Aerated Water Manufacturer. Cockermouth. Pet. March 10. Ord. March 10.
VARLEY, ABRAHAM, Llanfechain, Innkeeper. Newtown. Pet. March 11. Ord. March 11.
VINYALS, FRANCIS A., Nottingham, Silk and Yarn Agent. Nottingham. Pet. March 11. Ord. March 11.
VOSS, LEON, Exeter. Exeter. Pet. Feb. 20. Ord. March 10.
WAKEFORD, JOHN, Biggin Hill, Kent. Tunbridge Wells. Pet. Feb. 22. Ord. March 10.
WELLINGS, HARRY R., Rhos-on-Sea, Sanitary Engineer. Bangor. Pet. March 7. Ord. March 11.
WESTFIELD, HERBERT C., Attleborough, Norfolk, Cycle Agent. Norwich. Pet. Feb. 15. Ord. March 10.
WHITMORE, FREDERICK, Leicester, Engineer. Leicester. Pet. March 11. Ord. March 11.
WILKS, HUBERT B., Shrewsbury, Builder. Shrewsbury. Pet. March 11. Ord. March 11.
WILSON, CLARENCE E., Rippingale, Lincs, Farmer. Peterborough. Pet. March 10. Ord. March 10.
WORSNIP, ARTHUR, Urmston, Lancs, Salesman. Salford. Pet. Feb. 22. Ord. March 12.

Amended Notice substituted for that published in the *London Gazette* of Feb. 22, 1924 :—

HAMILTON, JOHN W. O., Bournemouth. Poole. Pet. July 17. Ord. Oct. 4.

London Gazette.—TUESDAY, March 18.

ADAMS, FREDERICK J., Islington, N., Artificial Florist. High Court. Pet. March 15. Ord. March 15.
ARKELL, CLAUDE D., Coventry, Manufacturers' Agent. Coventry. Pet. March 15. Ord. March 15.
ARMSTRONG, JOSEPH S., Horbling, Lincs., Innkeeper. Peterborough. Pet. March 5. Ord. March 14.
BARRATT, JOSEPH B., Swansea, Fruiterer. Swansea. Pet. March 15. Ord. March 15.
BATTY, HERBERT J., Leeds, Spring Maker. Leeds. Pet. Feb. 27. Ord. March 13.
BRYAN, GEORGE B., Middlesbrough, Confectioner. Middlesbrough. Pet. March 14. Ord. March 14.
BULMAN, JOSEPH H., Carlisle, Painter. Carlisle. Pet. March 15. Ord. March 15.
COLLINS, ALBERT W., Guarlford, near Malvern, Farmer. Worcester. Pet. March 14. Ord. March 14.
COWLEY, THOMAS, Devizes, Wholesale and Retail Tobacconist and Confectioner. Bath. Pet. March 13. Ord. March 13.
DAVIES, WILLIAM, Ynyshir, Miner. Pontypridd. Pet. Feb. 15. Ord. March 13.
DE LACY, CHARLES H., Knaresborough, Grocer. Harrogate. Pet. March 13. Ord. March 13.
DEWDNEY, WILLIAM C., Bawtry, Ironmonger. Sheffield. Pet. March 14. Ord. March 14.
DI VATOLLA, Marquis ANTONELLO, Maida Vale. High Court. Pet. Feb. 16. Ord. March 14.
DYTHAM, MINNIE F., and DYTHAM, WALTER J. B., Burton-on-Trent, Dealers and Contractors. Burton-on-Trent. Pet. March 15. Ord. March 15.
EASTHAM, BARBARA J., Barrow-in-Furness, General Dealer. Barrow-in-Furness. Pet. March 13. Ord. March 13.
EDWARDS, JOHN A., Rochdale, Corn Agent. Rochdale. Pet. March 13. Ord. March 13.
EMMERSON, C., Margate, Boot Maker. High Court. Pet. Feb. 12. Ord. March 11.
ENGLISH, MARY A., Tyldesley, Confectioner. Bolton. Pet. March 14. Ord. March 14.
FELDMAN, L., Cardiff, Tobacco Dealer. Cardiff. Pet. Feb. 26. Ord. March 14.
GODBER, WILFRED G., Chesterfield, Cabinet Maker. Chesterfield. Pet. March 14. Ord. March 14.
HARDY, ARTHUR C., Pinchbeck, Lincs., Cycle Agent. Peterborough. Pet. March 14. Ord. March 14.
HASTAIN, EUGENE, Streatham. Wandsworth. Pet. Feb. 19. Ord. March 13.
HERITAGE, WILLIAM G., Birmingham, Coal Carter. Birmingham. Pet. March 13. Ord. March 13.
HIND, W. F., Chipping Campden, Glos. Banbury. Pet. Feb. 11. Ord. March 13.
JAGGER, MILTON, Manchester. Manchester. Pet. Feb. 7. Ord. March 13.
JERWOOD, EDWARD W., Bournemouth, Estate Agent. Poole. Pet. Jan. 4. Ord. March 14.
JOHNSON, ALEC F., Ebury-st. High Court. Pet. Feb. 14. Ord. March 12.
JONES, EBENEZER, Llanarthney, Farmer. Carmarthen. Pet. March 13. Ord. March 13.
LEARMOUTH, WILLIAM F., Chelsea. High Court. Pet. Feb. 18. Ord. March 12.
LEWIS, DAVID, Bishopsgate. High Court. Pet. Aug. 2. Ord. March 12.
LOWIN, GEORGE A., Luton, Straw Hat Manufacturer. Luton. Pet. March 15. Ord. March 15.
LYNCH-WATSON, DOUGLAS, Strand. High Court. Pet. Feb. 4. Ord. March 5.
MACLEAN, Brigadier-General C. A. H., Henley-on-Thames. High Court. Pet. Nov. 14. Ord. March 12.
MAISEY, WALTER C., and MAISEY, FRANCIS E., Saint George, Wilts., Garage Proprietors. Swindon. Pet. March 14. Ord. March 14.
MARSHALL, HENRY, Exeter, General Dealer. Exeter. Pet. March 13. Ord. March 13.
MATTHEWS, ERNEST J., Rhardean, Glos., Butcher. Hereford. Pet. March 15. Ord. March 15.
MERCER, CHARLES W., Huddersfield, Accountant. Huddersfield. Pet. March 14. Ord. March 14.
MILBURN, JOHN, Heads Nook, Carlisle, Farmer. Carlisle. Pet. Feb. 29. Ord. March 14.
MILLS, ALFRED E., Winchester, Fruit Salesman. Southampton. Pet. March 14. Ord. March 14.
MORRIS, P. G., Porthcawl, Tobacco Dealer. Cardiff. Pet. Feb. 26. Ord. March 14.
MURRAY, M. M., Walton-on-Thames. Kingston. Pet. Dec. 2. Ord. March 13.
NAYLOR, JOSEPH, Eckington, Farmer. Chesterfield. Pet. March 12. Ord. March 15.
NUTTALL, HUBERT, Southport, Music Dealer and Confectioner. Liverpool. Pet. March 14. Ord. March 14.
OGDEN, WILLIAM F., Bulwell, Notts., Farmer. Nottingham. Pet. March 13. Ord. March 13.
PARFITT, JOHN, Abercynon, Hairdresser. Pontypridd. Pet. March 12. Ord. March 12.
PITT, CAROLINE M., Southport, Milliner. Liverpool. Pet. March 14. Ord. March 14.
PRICE, JOHN W., and SMITH, HERBERT, Manchester, Garage Proprietors. Salford. Pet. March 13. Ord. March 13.
SHORROCK, HERBERT, Blackpool, Kinematograph Proprietor. Blackburn. Pet. March 12. Ord. March 12.
SIMMONS, FREDK. S., Hendon, Boot Dealer. Barnet. Pet. March 8. Ord. March 11.
SPARKES, EDWIN, Dunvant, Swansea, Poultry Farmer. Swansea. Pet. March 15. Ord. March 15.
TIMPERLEY, JOHN W., Formby, Lancs., Plumber. Liverpool. Pet. March 14. Ord. March 14.
WALKER, JOSEPH E., Castleford, Colliery Byworker. Wakefield. Pet. March 13. Ord. March 13.
WILSON, THOMAS B., Scarborough, Grocer. Scarborough. Pet. March 14. Ord. March 14.
YORK, AGNES, Walsall, Baker. Walsall. Pet. March 13. Ord. March 13.
YOUNG, JAMES B., Brixton. High Court. Pet. June 22. Ord. March 12.

Amended Notice substituted for that published in the *London Gazette* of March 4, 1924 :—

PRESLAND, W. H., Surbiton, Surrey. Kingston. Pet. Jan. 17. Ord. Feb. 28.

Amended Notice substituted for that published in the *London Gazette* of March 14, 1924 :—

FITZPATRICK, THOMAS H., Barnley, Grocer. Burnley. Pet. March 12. Ord. March 12.